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9 COWORX STAFFING SERVICES LLC

10  
11 **UNITED STATES DISTRICT COURT**  
12 **NORTHERN DISTRICT OF CALIFORNIA**  
13

14 LYSETTE GALVEZ, individually and on  
15 behalf of those similarly situated,

16 Plaintiffs,

17 v.

18 COWORX STAFFING SERVICES LLC, a  
19 Delaware Corporation; MICHAEL EPSTEIN,  
20 an individual; ROBERT BADOLATO, an  
21 individual; TIM HARTNETT, an individual,  
22 KEN SUDNIKOVICH, an individual, and  
23 DOES 1 through 10, inclusive,

24 Defendants.  
25  
26  
27  
28

Case No.

**DEFENDANTS' NOTICE TO FEDERAL  
COURT OF REMOVAL OF CIVIL  
ACTION FROM STATE COURT  
PURSUANT TO 28 U.S.C. § 1332(D)(2)  
(CAFA)**

Complaint Filed: November 12, 2019  
Second Amended Complaint Filed: September  
2, 2021

1 TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE  
 2 NORTHERN DISTRICT OF CALIFORNIA, PLAINTIFF, AND HER ATTORNEYS OF  
 3 RECORD:

4 PLEASE TAKE NOTICE that Defendant CoWorx Staffing Services LLC (“CoWorx”)  
 5 hereby removes the above-captioned action from the San Francisco County Superior Court in the  
 6 State of California to the United States District Court for the Northern District of California. This  
 7 removal is based on 28 U.S.C. sections 1332(d), 1441, 1446, and 1453, and specifically, on the  
 8 following grounds:

9 **STATEMENT OF JURISDICTION**

10  
 11 1. This court has original jurisdiction over this action under the Class Action Fairness  
 12 Act of 2005 (“CAFA”). *See* 28 U.S.C. section 1332(d). CAFA grants district courts original  
 13 jurisdiction over civil class actions filed under federal or state law in which any member of a class  
 14 of plaintiffs is a citizen of a state different from any defendant and where the amount in  
 15 controversy for the putative class members in the aggregate exceeds the sum or value of \$5  
 16 million, exclusive of interesting costs. CAFA authorizes removal of such actions in accordance  
 17 with United States Code, title 28, section 1446. Here, as set forth below, this case meets all of  
 18 CAFA’s requirements for removal because the proposed class contains at least 100 members, there  
 19 is diversity between at least one class member and one defendant, and the amount in controversy  
 20 for all class members exceeds \$5 million. *See* 28 U.S.C. section 1332(d).

21 **VENUE**

22 2. The action was filed in San Francisco Superior Court. Venue properly lies in the  
 23 United states District Court for the Northern District of California pursuant to 28 U.S.C. sections  
 24 84(a) and 1441(a) and 1446.

25 **PLEADINGS, PROCESS AND ORDERS**

26  
 27 3. On September 4, 2019, Plaintiff Lysette Galvez (“Plaintiff”) filed a putative class  
 28 action complaint in the Superior Court of California in the County of San Francisco entitled

1 *Lysette Galvez v. CoWorx Staffing Services LLC, a Delaware Corporation; Michael Epstein, an*  
 2 *individual, and Does 1 through 10, inclusive, Defendants*, San Francisco Superior Court Case No.  
 3 CGC-19-578983 (the “Complaint”). Plaintiff amended the Complaint on November 12, 2019 to  
 4 bring additional causes of action, including claims under the Private Attorneys General Act of  
 5 2004 (the “First Amended Complaint”). The Complaint, including summons, and First Amended  
 6 Complaint are attached hereto as **Exhibits A and B**, respectively.

7 4. The Complaint brough claims for: (1) Failure to Pay Overtime Wages; (2) Failure  
 8 to Pay Minimum and Regular Wages; (3) Failure to Make Timely Final Wage Payments; (4)  
 9 Failure to Provide Proper Itemized Wage Statements; (5) Failure to Reimburse Expenses; (6)  
 10 Unfair Competition; (7) Failure to Timely Produce Wage Statements and Personnel files. Exhibit  
 11 A.

12 5. The First Amended Complaint brought the same claims as the original Complaint  
 13 and added claims pursuant to the California Private Attorneys General Act. Specifically, the First  
 14 Amended Complaint brought claims for: (1) Failure to Pay Overtime Wages; (2) Failure to Pay  
 15 Minimum and Regular Wages; (3) Failure to Make Timely Final Wage Payments; (4) Failure to  
 16 Provide Proper Itemized Wage Statements; (5) Failure to Reimburse Expenses; (6) Unfair  
 17 Competition; (7) Failure to Timely Produce Wage Statements and Personnel files; (8) Private  
 18 Attorneys General Act Relating to Unpaid Overtime Wages; (9) Private Attorneys General Act  
 19 Relating to Unpaid Minimum Wages and Regular Wages; (10) Private Attorneys General Act  
 20 Relating to Failure to Make Timely Final Wage Payments; and (11) Private Attorneys General Act  
 21 Relating to Failure to Reimburse Expenses.

22 6. In both the Complaint and the First Amended Complaint, Plaintiff sought to  
 23 represent herself and five separate classes of current and former employees (Exh. A, ¶ 9, Exh. B, ¶  
 24 9):

25 **Overtime Wage Class:** All<sup>1</sup> non-exempt employees who, four years prior to the

26 \_\_\_\_\_  
 27 <sup>1</sup> Plaintiff worked for the Luxury Method division of CoWorx. Throughout this litigation, the  
 28 (footnote continued)

1 filing of this action to the present, worked over eight (8) hours in a workday or forty (40)  
 2 hours in a workweek and drove between two client or customer locations in a workday.

3 **Minimum Wage Class:** All non-exempt employees who, four years prior to the  
 4 filing of this action to the present, were not paid when they drove between two client  
 5 locations in a workday.

6 **Wage Statement Class:** All California employees who, from one year prior to the  
 7 filing of this action to the present, are included in the Overtime Wage Class and/or  
 8 Minimum Wage Class.

9 **Waiting Time Class:** All former non-exempt employees who, from February 1,  
 10 2019 to the present, are in the Overtime Wage Class, the Minimum Wage Class and/or did  
 11 not receive all wages due on the termination date or within 72 hours of resignation.  
 12

13 **Unreimbursed Expenses Class:** All employees who, four years prior to the filing  
 14 of this action to the present, were not reimbursed mileage and automobile expenses  
 15 associated with driving to client locations and/or cell phone and internet expenses despite  
 16 using such devices or services for business purposes.

17 7. Defendant estimated the putative class in the original Complaint and the First  
 18 Amended Complaint to consist of approximately 490 individuals who had worked at more than  
 19 one location in a single day on approximately 3,700 instances. Declaration of Nancy Fresnics In  
 20 Support of Notice of Removal ("Fresnics Dec."), ¶ 7.

21 8. Plaintiff served Defendant with the original Complaint on November 25, 2020.  
 22 **Exhibit A.**

23 9. On December 17, 2019, Plaintiff served CoWorx with the First Amended  
 24 Complaint. **Exhibit B.**

25  
 26  
 27 Parties have discussed employees employed in the Luxury Method division, and the information  
 28 and data provided herein are for employees who worked for the Luxury Method division of  
 CoWorx only. Fresnics Dec., ¶¶ 2, 5-12.

1           10.     CoWorx answered the First Amended Complaint on February 10, 2020. A true and  
2 correct copy of Defendant's Answer to the First Amended Complaint is attached hereto as **Exhibit**  
3 **C**.

4           11.     The San Francisco Superior Court (the "Superior Court") set an original case  
5 management conference to be held on February 5, 2020. The Superior Court then issued a series  
6 of orders continuing the Case Management Conference and an Order to Show Cause. These  
7 orders are attached hereto as **Exhibit D**.

8           12.     Plaintiff made two *ex parte* applications to dismiss individual defendant Michael  
9 Epstein, on August 6, 2020 and again on January 28, 2021. The Superior Court entered an order  
10 dismissing Mr. Epstein on February 1, 2021. A true and correct copy of the *ex parte* applications  
11 and the Order entering the dismissal are attached hereto as **Exhibit E**.

12           13.     Plaintiff amended her complaint a second time after the Parties unsuccessfully  
13 participated in a mediation in July, 2021. Prior to mediation, the state court took off calendar the  
14 scheduled case management conference in favor of entering an order regarding the time and place  
15 for trial and other dates. Pleadings related to the scheduled case management conference and the  
16 order setting dates are attached hereto as **Exhibit F**. The Parties stipulated to Plaintiff filing a  
17 Second Amended Complaint. A true and correct copy of the September 2, 2021 Order entering  
18 the stipulation to file a Second Amended Complaint is attached as **Exhibit G**. A true and correct  
19 copy of the filed Second Amended Complaint is attached hereto as **Exhibit H**.

20           14.     In the Second Amended Complaint ("SAC"), Plaintiff added causes of actions for  
21 alleged recordkeeping violations and meal and rest break claims which were not pled in the  
22 original Complaint or the First Amended Complaint. The SAC brings claims for: (1) Failure to  
23 Provide Employee Records; (2) Failure to pay Overtime Wages; (3) Failure to Pay Minimum and  
24 Regular Wages; (4) Failure to Make Timely Final Wage Payments; (5) Failure to Provide Proper  
25 Itemized Wage Statements; (6) Failure to Reimburse Expenses; (7) Failure to Maintain Required  
26 Records In Violation of California Labor Code §§ 1174 *et seq.*; (8) Meal and Rest Break Claims;  
27 (9) Unfair Competition. Pursuant to the Parties' Stipulation to File First Amended Complaint, the  
28 new claims do not relate back to the filing of the original Complaint and instead have a statute of

1 limitations of February 25, 2017 forward.

2 15. Plaintiff also expanded the number of classes and the definition of the class in the  
3 SAC. Specifically, the class Plaintiff seeks to represent in the SAC is “All current or former  
4 nonexempt employees who worked in California, at any time, from September 4, 2015 to the  
5 present for Defendants.” Exhibit H, ¶ 19. Plaintiff also expanded the number and scope of  
6 subclasses she seeks to represent:

7 **Overtime Wage Class:** “All non-exempt employees who, four years prior to the  
8 filing of this action to the present, worked over eight (8) hours in a workday or forty (40)  
9 hours in a workweek.” This subclass is no longer limited to only those employees who  
10 drove between more than one work location in a workday. *Compare* Exhibit B, ¶ 9 and  
11 Exhibit H, ¶ 20.

12 **Minimum Wage Class:** All non-exempt employees who, four years prior to the  
13 filing of this action to the present, worked for Defendant. This subclass is no longer limited  
14 to only those employees who drove between more than one work location in a workday.  
15 *Compare* Exhibit B, ¶ 9 and Exhibit H, ¶ 20.

16 **Wage Statement Class:** All California employees who, from one year prior to the  
17 filing of this action to the present, are included in the Overtime Wage Class and/or  
18 Minimum Wage Class.

19 **Waiting Time Class:** All former non-exempt employees who, from February 1,  
20 2019 to the present, are in the Overtime Wage Class, the Minimum Wage Class and/or did  
21 not receive all wages due on the termination date or within 72 hours of resignation.

22 **Unreimbursed Expenses Class:** All employees who, four years prior to the filing  
23 of this action to the present, were not reimbursed mileage and automobile expenses  
24 associated with driving to client locations and/or cell phone and internet expenses despite  
25 using such devices or services for business purposes.

26 **Meal and Rest Break Subclass:** All putative Class Members who, during the  
27  
28

1 applicable statute of limitations period worked for Defendants in California as an hourly-  
2 paid non-exempt employee, were not provided compliant meal and/or rest breaks and were  
3 not provided one hour of pay at their regular rate of compensation in lieu thereof. This  
4 subclass and these claims were not previously pled. *Compare Exhibit B and Exhibit H.*

5 **Recordkeeping Subclass:** All putative Class Members who, during the applicable  
6 statutory period, worked for Defendant wherein said Defendants failed to maintain proper  
7 and required records of their employees. This subclass and these claims were not  
8 previously pled. *Compare Exhibit B and Exhibit H.*

9 **Labor Code § 201.3 Penalty Subclass:** All putative Class Members who worked  
10 for Defendants during the applicable limitations period and who were issued paychecks  
11 more than one week after they performed labor. This subclass and these claims were not  
12 previously pled. *Compare Exhibit B and Exhibit H.*

13 **UCL Subclass:** All putative Class Members who, during the relevant period,  
14 worked for Defendants and who, as a result of said Defendants' unfair business acts and/or  
15 practices, may have the right to restitution in the form of (1) unreimbursed business-related  
16 expenses and/or (2) wages and/or premium pay that were earned but were unpaid.

17  
18 16. Plaintiff served CoWorx with the Second Amended Complaint on September 6,  
19 2021 and amended summons on September 10 and 20, 2021. Ongaro Dec., ¶ 3. True and correct  
20 copies of the Summons and the two Amended Summons, are attached collectively hereto as  
21 **Exhibit I.**

22 17. On September 11, 2021 Plaintiff served two motions to compel further responses to  
23 discovery served prior to mediation. A true and correct copy of the motions and supporting papers  
24 are attached hereto as **Exhibit J.** This removal was filed prior to the deadline for Defendant to  
25 respond to the motions to compel.

26 18. Defendant filed an answer to the Second Amended Complaint on September 22,  
27 2021. A true and correct copy of the Answer to the Second Amended Complaint is attached  
28 hereto as **Exhibit K.**



1 did not have grounds to believe that there was \$5 million in controversy. Specifically, the original  
 2 putative class based on the claims and class definition in the First Amended Complaint comprised  
 3 of approximately 490 individuals and Defendant evaluated the claims as putting far less than \$5  
 4 million in controversy. *Fresnic* Dec., ¶ 7.

5 25. The Second Amended Complaint significantly expanded scope of the putative class  
 6 Plaintiff seeks to represent because she now seeks to represent all current and former non-exempt  
 7 employees who worked for Defendant in California, and she previously only sought to represent  
 8 those non-exempt employees who worked for Defendant in California *and drove between job*  
 9 *sites*, increasing the class size from approximately 490 individuals to over 4,000 individuals.  
 10 *Compare* Exh B, ¶ 9 and Exh H, ¶ 20. *See also* *Fresnic* Dec., ¶ 8.

11 26. The SAC also includes additional claims. Specifically, the SAC brings meal and  
 12 rest break claims that were not alleged in the FAC. *Compare* Exh. H and Exh. B. As explained  
 13 in greater detail below, broader class and additional claims in the SAC places far more than \$5  
 14 million in controversy. Removal of this action is therefore timely because this Notice has been  
 15 filed within 30 days from September 2, 2021, which is the date the stipulation to file the Second  
 16 Amended Complaint was entered. *Sullivan*, 157 F.3d at 1094; *Nationstar Mortg*, 781 F.3d at  
 17 1180, 1184; *Johnson v. Heublein Inc.*, 227 F.3d 236, 241-243 (5th Cir. 2000) (30-day removal  
 18 period restarts “when the complaint is amended so substantially as to alter the character of the  
 19 action and constitute essentially a new lawsuit.”).

20 27. As explained above, this Notice also contains all process, pleadings and orders that  
 21 were served on Defendant, and the Answers served by Defendant. *See* Exhibits A-L.

### 22 **CAFA JURISDICTION PURSUANT TO 28 U.S.C. § 1332(D)**

23 28. CAFA grants federal district courts original jurisdiction over civil class action  
 24 lawsuits in which any plaintiff is a citizen of a state different from any defendant, and where the  
 25 matter’s amount in controversy exceeds \$5,000,000, exclusive of interest and costs. *See* 28 U.S.C.  
 26 § 1332(d). CAFA authorizes removal of such actions in accordance with 28 U.S.C. § 1446. As  
 27 set forth below, this case meets each CAFA requirement for removal, and is timely and properly  
 28

1 removed by the filing of this Notice. Specifically, this Court has jurisdiction over this case under  
 2 CAFA because it is a civil class action wherein: (1) the proposed class contains at least 100  
 3 members; (2) Defendant is not a state, state official or other governmental entity; (3) there is  
 4 diversity between at least one class member and one defendant; and (4) the amount in controversy  
 5 for all class members exceeds \$5 million.

6 **A. The Putative Class Contains More than 100 Members.**

7 29. The putative class consists of “All current or former nonexempt employees who  
 8 worked in California, at any time, from September 4, 2015 to the present for Defendants.” Exhibit  
 9 H, ¶ 19. Defendant estimates that there are approximately 4,080 individuals who meet this  
 10 putative class definition. *Fresnics Dec.*, ¶ 8. Accordingly, the putative Class contains more than  
 11 100 members and satisfies the first requirement for CAFA jurisdiction.

12 **B. Defendant Is Not a Governmental Entity.**

13 30. None of the named defendants – CoWorx Staffing Solutions LLC, a Delaware  
 14 Corporation, Michael Epstein, an individual, Robert Badolato, an individual, Tim Hartnett, an  
 15 individual or Ken Sudnikovich, an individual – are a governmental entity. Exhibit H, ¶¶ 12-16;  
 16 *Fresnics Dec.*, ¶ 4.

17 **C. Plaintiff’s Citizenship is Diverse from Defendant’s Citizenship.**

18 31. CAFA’s minimal diversity requirement is satisfied, *inter alia*, when “any member  
 19 of a class of plaintiffs is a citizen of a State different from any defendant.” 28 U.S.C. §  
 20 1332(d)(2)(A). For purposes of removal, the citizenship of Doe defendants are disregarded and  
 21 only named defendants are considered. 28 U.S.C. § 1441(a); *accord Newcombe v. Adolf Coors*  
 22 *Co.*, 157 F.3d 686, 690-91 (9th Cir. 1998); *Fristoe v. Reynolds Metals Co.*, 615 F.2d 1209, 1213  
 23 (9th Cir. 1980).

24 32. Citizenship of a natural person is established by domicile. 28 U.S.C. § 1332(a)(1)  
 25 (individual is a citizen of the state in which he or she is domiciled). A person’s domicile is  
 26 established by physical presence and an intent to remain indefinitely. *Lew v. Moss*, 797 F.2d 747,  
 27 749-50 (9th Cir. 1986) (residence is *prima facie* evidence of domicile for purposes of determining  
 28 citizenship). Moreover, “[o]nce an individual has established his state of citizenship, he remains a

1 citizen of that state until he legally acquires a new stat of citizenship.” *Altimore v. Mount Mercy*  
2 *College*, 420 F.3d 763, 769 (8th Cir. 2005).

3 33. Defendant is informed and believes and on that basis alleges that Plaintiff is, and  
4 was at the time both the original Complaint and the SAC were filed, a citizen of the State of  
5 California. Plaintiff’s last address on file with Defendant is in California. *Fresnics Dec.*, ¶ 2.  
6 Defendant is unaware of any effort by Plaintiff to establish her citizenship outside the State of  
7 California, and last worked for Defendant in early September, 2021, in Riverside, California. *Id.*  
8 Plaintiff alleges in the SAC that she is and at all relevant times was a resident of Chula Vista,  
9 California. Exhibit H, ¶ 11. Accordingly, the weight of the evidence establishes that Plaintiff is a  
10 citizen of the State of California.

11 34. For diversity purposes, a corporation “shall be deemed a citizen of any State by  
12 which it has been incorporated and of the State where it has its principal place of business. 28  
13 U.S.C. § 1332(c)(1).

14 35. The United States Supreme Court resolved that, for purposes of federal diversity  
15 jurisdiction, the nerve center test should be applied to determine a corporations principle place of  
16 business. *Hertz Corp. v. Friend*, 130 S. Ct. 1180, 1192-93 (2010); *see also Co-Efficient Energy*  
17 *Systems v. CSL Industries, Inc.*, 812 F.2d 556, 558 (9th Cir. 1987) (“Under the ‘nerve center test’ .  
18 . . a corporation’s principle place of business is where its executive and administrative functions  
19 are performed.”). Under the “nerve center” test, a corporations principle place of business is  
20 where its high level officer is direct, control, and coordinate the corporations activities. *Id.*, at  
21 1192.

22 36. Defendant CoWorx was at the time of filing this action, at the time of filing the  
23 SAC, and remains, a corporation incorporated under the laws of Delaware having its principal  
24 place of business at 412 Mt. Kimble Avenue Ste. 200C, Morristown New Jersey 07960. *Fresnics*  
25 *Dec.*, ¶ 3. CoWorx’s corporate headquarters are located in Morristown, New Jersey. *Id.*  
26 Executives, including the Chief Executive Officer, Chief Operating Officer, and Chief Financial  
27 Officer, maintain their principal offices in New Jersey and make major corporate decisions from  
28 New Jersey. *Id.* Moreover, Plaintiff alleged that Defendant CoWorx is a Delaware limited

1 liability company ‘without an office in the State of California.’ Exhibit H, ¶ 12. Thus, Defendant  
 2 CoWorx’s principal place of business is in the State of New Jersey, and therefore Defendant is a  
 3 citizen of the State of New Jersey for purposes of determining diversity of citizenship.

4 37. Defendants Does 1 through 10 are fictitious. Pursuant to 28 U.S.C. § 1441(a), the  
 5 citizenship of defendants sued under fictitious names must be disregarded for the purpose of  
 6 determining diversity jurisdiction. *See Newcombe v. Adolf Coors Co.*, 157 F.3d 686, 690-91 (9th  
 7 Cir. 1998).

8 38. Because, as detailed above, Defendant CoWorx is a citizen of the State of Delaware  
 9 and the State of Tennessee, and Plaintiff is a citizen of California, diversity of citizenship exists  
 10 between at least one Defendant and one Plaintiff, and CAFA’s diversity requirement is satisfied.  
 11 28 U.S.C. § 1332(d)(2)(A) (court has jurisdiction over class actions with more than \$5 million in  
 12 controversy where “any member of a class of plaintiffs is a citizen of a State different from any  
 13 defendant”).

14 **D. The Amount In Controversy Is Over \$5 Million Based on the Relief Sought by**  
 15 **Plaintiff.**

16 39. The Class Action Fairness Act (“CAFA”) authorizes the removal of class actions in  
 17 which, among other factors mentioned above, the amount in controversy for all class members  
 18 exceeds \$5 million. The proper burden of proof imposed upon a defendant to establish the amount  
 19 in controversy under CAFA is the preponderance of the evidence standard. *Dart Cherokee Basin*  
 20 *Operating Co. v. Owens*, 135 S. Ct. 547, 554 (2014). “A defendant’s burden of proof as to the  
 21 amount in controversy for removal purposes is lenient.” *Farley v. Dolgen California LLC*, 2017  
 22 WL 306096, \*2 (E.D. Cal. Aug. 9, 2017).

23 40. Although Defendant expressly denies any liability for the damages alleged in  
 24 Plaintiffs SAC, for purposes of determining whether the minimum amount in controversy has been  
 25 satisfied, the Court must look to the allegations of Plaintiff’s SAC and presume that Plaintiff will  
 26 prevail on her claims. *Kenneth Rothschild Trust v. Morgan Stanley Dean Witter*, 199 F.3d 993,  
 27 1001 (C.D. Cal. 2002) (*citing Burns v. Windsor Ins. Co.*, 31 F.3d 1092, 1096 (11th Cir. 1994))  
 28 (amount in controversy analysis presumes that “plaintiff prevails on liability.”). “The amount in

1 controversy is simply an estimate of the total amount in dispute, not a prospective assessment of  
2 [Defendant's] liability.” *Lewis v. Verizon Commun's, Inc.*, 627 F.3d 395, 400 (9th Cir. 2010).

3 41. The SAC is silent as to actual amount in controversy. Plaintiff's failure to specify  
4 the total amount of damages or other monetary relief in the complaint, however, does not deprive  
5 this Court of jurisdiction. *See White v. J.C. Penny Life Ins. Co.*, 861 F.Supp.25, 26 (S.D. W.Va.  
6 1994) (defendant may remove suit to federal court notwithstanding the failure of plaintiff to plead  
7 a specific dollar amount in controversy; if the rules were otherwise, “any plaintiff could avoid  
8 removal simply by declining to place a specific dollar claim upon its claim.”). Defendant need  
9 only establish by a preponderance of the evidence that the claims exceed the jurisdictional  
10 minimum. *Sanchez v. Monumental Life Ins. Co.*, 102 F.3d 398, 404 (9th Cir. 1996); *Singer v.*  
11 *State Farm Mut. Auto Ins. Co.*, 116 F.3d 373, 376 (9th Cir. 1997).

12 42. Defendant can establish the amount in controversy by relying upon the allegations  
13 in the complaint, and by setting forth facts in the notice of removal that demonstrate that the  
14 amount in controversy “more likely than not” exceeds the jurisdictional minimum. *Sanchez*, 102  
15 F.3d at 404; *Rippee v. Boston Mkt. Corp.*, 408 F.Supp.2d 982, 984 (S.D. Cal. 2005) (“[T]he  
16 requirement under CAFA that the amount in controversy exceed \$5,000,000 in the aggregate may  
17 be established either from the viewpoint of the plaintiff or the viewpoint of the defendant.”).  
18 Further, in addition to the contents of the removal petition, the Court properly considers “summary  
19 judgment type evidence relevant to the amount in controversy at the time of removal,” such as  
20 affidavits or declarations, in assessing the amount in controversy. *Valdez v. Allstate Ins. Co.*, 372  
21 F.3d 1115, 1117 (9th Cir. 2004); *Singer*, 116 F.3d at 377.

22 43. In calculating the amount in controversy, the Court must assume that the  
23 allegations of the SAC are true and that a jury will return a verdict in favor of Plaintiff on all  
24 claims asserted in her complaint. *Kenneth Rothschild Trust*, 195 F.Supp.2d at 1001. The ultimate  
25 inquiry is the amount that is put in controversy by Plaintiff's complaint and not how much if  
26 anything defendant will actually owe. *Schere v. Equitable Life Assurance Soc'y of the U.S.*, 347  
27 F.3d 394, 399 (2d Cir. 2003) (ultimate or provable amount of damages is not what is considered in  
28 removal analysis; rather it is amount put in controversy by complaint).

1           44. Defendant denies the validity and merit of the entirety of Plaintiffs alleged claims,  
2 the legal theories upon which they are ostensibly based, and the alleged claims for monetary  
3 another relief that flow therefrom. For purposes of removal only, however, and without conceding  
4 that Plaintiff or the putative class are entitled to any damages or penalties whatsoever, it is readily  
5 apparent that the aggregated claims the putative class establishes, by a preponderance of the  
6 evidence, that the amount in controversy well exceeds the jurisdictional minimum of \$5 million.

7           45. On behalf of herself and putative class members, Plaintiff seeks: (1) regular and  
8 overtime wages under Labor Code 510, 1194, 1194.2, 1197 and 1198 (Exhibit H, ¶¶ 89-110,  
9 Prayer for Relief); (2) “waiting time penalties” for alleged failure to pay wages prior to  
10 termination or resignation pursuant to Labor Code Section 203 (Exhibit H, ¶¶ 111-120, Prayer for  
11 Relief); (3) penalties for failure to provide compliant itemized wage statements pursuant to Labor  
12 Code Section 226 and 1198 (Exhibit H, ¶¶ 121-131, Prayer for Relief); (4) unreimbursed business  
13 expenses pursuant to Labor Code Section 2802 and 1198 (Exhibit H, ¶¶ 132-138, Prayer for  
14 Relief); (5) penalties for failure to maintain business records pursuant to Labor Code Section  
15 1174 and 1198 (Exhibit H, ¶¶ 139-143, Prayer for Relief); (6) premium pay for failure to comply  
16 with the meal and rest break requirements of the Labor Code (Exhibit H, ¶¶ 144-151, Prayer for  
17 Relief); (7) restitution under California Business & Professions Code Section 17200 *et seq.*  
18 (Exhibit H, ¶¶ 152-163). As set forth below, the facial allegations in the SAC and the total amount  
19 of wages, penalties, attorneys’ fees and other monetary relief at issue in this action is in excess of  
20 this Court’s jurisdictional minimum under CAFA.

21           46. With the expanded class definition and subclasses, Defendant estimates that there  
22 are approximately 4,080 putative class members and 157,284 workweeks at issue for those claims  
23 that were pled in the original Complaint and therefore reach back to four years prior to filing the  
24 original Complaint, or September 5, 2015 through the last date Defendant pulled class data, June  
25 24, 2021. *Fresnics Dec.*, ¶ 8; Exhibit G. The putative class earned an average of \$22.06 per hour  
26 and worked on average 3 times per week. *Fresnics Dec.*, ¶ 8.

27           47. Pursuant to the Parties’ stipulation, the newly-pled meal break claim has a statute  
28 of limitations of February 25, 2017. Exhibit G. Defendant estimates that there are, at present,

1 approximately 3,076 putative class members and 111,583 workweeks at issue for the meal break  
 2 time period of February 25, 2017 through June 24, 2021. *Fresnics Dec.*, ¶ 11.

3 **1. \$2,602,263.78 for Failure to Pay Overtime Wages.**

4 48. Plaintiff's first cause of action brought on a class basis (the second cause of action  
 5 in the SAC) alleges a violation of California Labor Code sections 510, 1194 and 1198 for unpaid  
 6 overtime. Plaintiff alleges that she and similar putative Class Members "normally started work  
 7 from home, gathering equipment, supplies, product brochures, and other information Defendants  
 8 mailed or otherwise supplied to its workers' homes, unpacking the foregoing materials and placing  
 9 such materials into their cars to bring to the workplace for set-up and display. The process of  
 10 unpacking materials Defendants sent to putative Class Members and traveling to client locations  
 11 sometimes took minutes, sometimes hours to perform, and Defendants regularly and  
 12 systematically, as a policy and practice" did not pay for this time." Exhibit H, ¶¶ 36-37. Plaintiff  
 13 also alleges that she and putative Class members were "required to drive their personal vehicles,  
 14 but were not paid for their travel time." *Id.*, ¶ 38. For her cause of action for Unpaid Overtime,  
 15 Plaintiff prays for unpaid overtime wages and attorneys' fees. *Id.*, ¶ 98.

16 49. Plaintiff incorporates her claim for unpaid overtime into her claim that Defendant  
 17 engaged in "unlawful, fraudulent, and unfair business practices." *Id.*, ¶ 152-163. The statute of  
 18 limitations on this claim when combined with an Unfair Competition Law ("UCL") claim is four  
 19 years. *See Cortez v. Purolator Air Filtration Products Co.*, 23 Cal.4th 163, 178-79 (2000). The  
 20 overtime claim was pled in the original complaint and, therefore, the statute of limitations is  
 21 September 5, 2015, and there are approximately 4,080 putative class members in the Overtime  
 22 class, who worked 157,284 combined workweeks at an average hourly rate of \$22.06 per hour.  
 23 *Fresnics Dec.*, ¶ 8.

24 50. Defendant denies the validity and merit of the claim for Unpaid Overtime.  
 25 However, even assuming that putative class members worked just thirty minutes of overtime each  
 26 week during the statutory period, the amount in controversy for this claim for purposes of removal  
 27 only, based upon a review of the available data and the individualized calculations which have  
 28 been run, the amount in controversy for this claim is **\$2,602,263.78** [(0.5 hours x 157,284

workweeks) x (\$22.06 average hourly rate x 1.5) = \$2,602,263.78]

**2. \$707,778.00 for Failure to Pay Minimum and Regular Wages.**

51. Plaintiff's second cause of action brought on a class basis (the third cause of action in the SAC) alleges a violation of California Labor Code sections 1194, 1194.2, 1197 and 1198 for unpaid minimum and regular wages. Plaintiff alleges that she and similar putative Class Members "normally started work from home, gathering equipment, supplies, product brochures, and other information Defendants mailed or otherwise supplied to its workers' homes, unpacking the foregoing materials and placing such materials into their cars to bring to the workplace for set-up and display. The process of unpacking materials Defendants sent to putative Class Members and traveling to client locations sometimes took minutes, sometimes hours to perform, and Defendants regularly and systematically, as a policy and practice" did not pay for this time." Exhibit H, ¶¶ 36-37. Plaintiff also alleges that she and putative Class members were "required to drive their personal vehicles, but were not paid for their travel time." *Id.*, ¶ 38. Plaintiff also claims that she and putative Class Members "were not paid the minimum wage or regular, agreed upon wages when, for example, they drove between two client locations in the same workday, for pre-travel time, and/or for split shift pay, auto-deductions, among other situations." *Id.* ¶, 108. For her cause of action for Failure to Pay Minimum and Regular Wages, Plaintiff prays for unpaid wages and attorneys' fees. *Id.*, ¶ 98.

52. Plaintiff incorporates her claim for Failure to Pay Minimum and Regular Wages into her claim that Defendant engaged in "unlawful, fraudulent, and unfair business practices." *Id.*, ¶ 152-163. The statute of limitations on this claim when combined with an Unfair Competition Law ("UCL") claim is four years. *See Cortez v. Purolator Air Filtration Products Co.*, 23 Cal.4th 163, 178-79 (2000). The minimum wage claim was pled in the original complaint and, therefore, the statute of limitations is September 5, 2015, and there are approximately 4,080 putative class members in the Minimum Wage Class, who worked 157,284 combined workweeks. *Fresnic* Dec., ¶ 8. The lowest minimum wage in California from September 5, 2015 to date was \$9 per hour, which increased to \$10 per hour in 2016, \$10.50 in 2017, \$11 per hour in 2018, \$12 per hour in 2019, \$13 per hour in 2020 and is currently \$14 per hour. *See* <https://www.dir.ca.gov/dlse/>

1 faq\_minimumwage.htm.

2 53. Defendant denies the validity and merit of the claim for Failure to Pay Minimum  
3 and Regular Wage. However, even assuming that putative class members worked just thirty  
4 minutes each week for which they were not paid at least minimum wage during the statutory  
5 period, the amount in controversy for this claim for purposes of removal only, based upon a  
6 review of the available data and the individualized calculations which have been run, the amount  
7 in controversy for this claim is **\$707,778** [( $.5 \text{ hours} \times 157,284 \text{ workweeks}$ )  $\times$  ( $\$9 \text{ lowest-possible}$   
8  $\text{minimum wage}^2$ ) =  $\$707,778$ ]

9 **3. \$6,019,732.80 for Waiting Time Penalties**

10 54. Plaintiff's third class claim (fourth cause of action in the SAC) is for Failure to Pay  
11 Wages Within Required Time, in violation of Labor Code §§ 201, 201.3, 202 and 203.

12 55. Plaintiff alleges that "when Plaintiffs and other Class members were discharged or  
13 resigned, Defendants did not timely pay them all wages due under Labor Code §§ 201-203  
14 including, but not limited to, unpaid minimum wages, regular/agreed upon wages, and/or overtime  
15 wages. Exhibit H, ¶ 62. Plaintiff seeks a penalty pursuant to Labor Code section 203 of  
16 continuing wages for no more than 30 days or until paid. *Id.*, ¶ 115.

17 56. Plaintiff's waiting time claim is brought only on behalf of employees whose  
18 employment was terminated from February 1, 2019 forward, due to settlement of this claim in a  
19 prior class action. Exhibit H, ¶ 64. Defendant estimates that there are at least 1,516 individuals  
20 who worked for Defendant in California between February 1, 2019 and when Defendant pulled  
21 data on June 24, 2021, who have separated their employment. *Fresnes Dec.*, ¶ 9. They earned, on  
22 average, \$22.06 per hour and worked an average of six hours per day. *Id.*

23 57. Defendant denies the validity and merit of the putative class members' waiting time  
24

---

25 <sup>2</sup> Defendant's data does not currently break out total workweeks by year. Accordingly, Defendant  
26 used the lowest-possible minimum wage during the statutory period. This is an under-estimation,  
27 since that minimum wage was only in effect for three months, between September 5, 2015 and  
28 January 1, 2016. Nonetheless, Defendant uses this lower number to demonstrate how readily the  
\$5 million minimum amount in controversy is met.

penalty claims. However, for purposes of removal only, Defendant determines the amount in controversy by applying the maximum penalty authorized. Accordingly, the amount in controversy for this claim is **\$6,019,732.80** (30 days x 6 hours per day x \$22.06/hour x 1,516 separated employees = \$6,019,732.80).

**4. \$3,484,500 for Failure to Provide Proper Itemized Wage Statements.**

58. Plaintiff's fourth class claim (fifth cause of action) is for Failure to Provide Compliant Itemized Wage Statements in violation of Labor Code sections 226 and 1198. Plaintiff alleges that Defendant knowingly and intentionally failed to furnish Plaintiff and Wage Statement Class members with pay stubs that complied with Labor Code section 226 by failure to "provide correct total hours worked, correct gross and net wages earned, the correct number of hours worked at the correct hourly rates, and the correct hourly rates of pay, among other things." Exhibit H, ¶ 123. Plaintiff seeks a penalty pursuant to Labor Code section 226(e), which provides for the greater of all actual damages or fifty dollars for the initial pay period in which a violation occurred, and one hundred dollars per employee for each violation in subsequent pay periods, plus attorneys' fees and costs, for herself and members of the Wage Statement Class. *Id.*, ¶ 131.

59. Plaintiff's wage statement claim is brought on behalf of all employees who worked in California from one year prior to the filing of the original Complaint to present. Exhibit H, ¶ 20. There are 2,323 individuals who worked from one year prior to the filing of the Complaint until June 24, 2021. *Fresnes Dec.*, ¶ 10. They worked 71,364 combined pay periods, or an average of 30 pay periods per person. *Id.*

60. Defendant denies the validity and merit of the putative class members' wage statement penalty claims. However, for purposes of removal only, Defendant can determine the amount in controversy by applying the penalty that is authorized by statute. Accordingly, the amount in controversy for the wage statement claim is **\$3,484,500** (30 pay periods x 2,323 individuals x \$50<sup>3</sup>).

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<sup>3</sup> Defendant uses the "first violation" for all wage statements because, at an average of 30 wage (footnote continued)

1                   **5. \$786,420 for Failure to Reimburse Expenses.**

2           61. Plaintiff's fifth class claim (sixth cause of action) is for Failure to Reimburse  
3 Business Expenses in violation of Labor Code sections 1198 and 2802. Plaintiff alleges that she  
4 and Unreimbursed Expenses Class members for mileage, automobile, cell phone and internet  
5 expenses. Exhibit H, ¶ 135.

6           62. Plaintiff incorporates her claim for Failure to Reimburse Business Expenses into  
7 her claim that Defendant engaged in "unlawful, fraudulent, and unfair business practices." *Id.*, ¶  
8 152-163. The statute of limitations on this claim when combined with an Unfair Competition Law  
9 ("UCL") claim is four years. *See Cortez*, 23 Cal.4th at 178-79. The reimbursement wage claim  
10 was pled in the original complaint and, therefore, the statute of limitations is September 5, 2015,  
11 and there are approximately 4,080 putative class members in the Unreimbursed Expenses Class,  
12 who worked 157,284 combined workweeks.

13           63. Defendant denies the validity and merit of the expense reimbursement claims.  
14 However, even assuming that members of the Unreimbursed Business Expenses class incurred a  
15 mere five dollars in unreimbursed business expenses per workweek, the amount in controversy for  
16 the wage statement claim is **\$786,420** (157,284 workweeks x \$5 = \$786,420).

17                   **6. \$2,480,490.09 for Meal Break Claims.**

18           64. Plaintiff's seventh class claim (eighth cause of action) is for Failure to Comply with  
19 the Meal and Rest Break Requirements of Labor Code §§ 226.7, 512, 1198 and the applicable  
20 IWC Wage Order. Plaintiff alleges that "Defendants failed to pay premium pay to Plaintiffs for all  
21 their missed and noncompliant meal and rest breaks . . . . Defendant also failed to provide  
22 Plaintiffs legally-compliant meal and rest periods, or compensation in lieu thereof, during their  
23 employment by said Defendants." Exhibit H, ¶¶ 145, 147. Plaintiff seeks penalties pursuant to  
24

25 \_\_\_\_\_  
26 statements per Wage Statement Class member, the maximum of \$4,000 per person is not met.  
27 Additionally, this is the lowest-possible penalty per wage statement, which demonstrates that there  
28 is easily at least \$5 million in controversy, since Plaintiff may argue that she and other putative  
class members are entitled to \$100 penalties for "subsequent violations" after the initial  
noncompliant wage statement, pursuant to Labor Code section 226(e).

1 Labor Code § 226.7, which allows for a premium payment equivalent to one hour of pay for every  
 2 day in which the employer fails to comply with the meal and rest period requirements of the Labor  
 3 Code. Cal. Lab. Code § 226.7(c).

4 65. Plaintiff incorporates her meal and rest break claim into her claim that Defendant  
 5 engaged in “unlawful, fraudulent, and unfair business practices.” *Id.*, ¶ 152-163. The statute of  
 6 limitations on this claim when combined with an Unfair Competition Law (“UCL”) claim is four  
 7 years. *See Cortez*, 23 Cal.4<sup>th</sup> at 178-79. Pursuant to the Parties’ stipulation, the meal break claim  
 8 was tolled as of February 25, 2021 and does not relate back to the filing of the original complaint.  
 9 Exhibit G. Accordingly, the statutory period for the meal period claim is from February 25, 2017  
 10 to present. There were approximately 3,076 individuals who worked in California from February  
 11 25, 2017 until June 24, 2021, and they worked a total of approximately 111,583 total workweeks  
 12 and earned approximately \$22.23 per hour. *Fresnics Dec.*, ¶ 11.

13 66. Defendant denies the validity and merit of the meal and rest period claims.  
 14 However, even assuming that members of the Meal and Rest Break class incurred a single meal  
 15 period violation for the statutory period meal break claim, the amount in controversy for the meal  
 16 break claim *only* is **\$2,480,490.09** (111,583 workweeks x \$22.23 meal period premium x 1  
 17 occurrence per week = \$2,480,490.09)

#### 18 **7. Total Amount in Controversy**

19 67. Based upon the foregoing, the total potential recovery for the Class on their claims  
 20 for unpaid overtime, unpaid minimum wage, waiting time penalties, noncompliant wage  
 21 statements, unreimbursed business expenses, and meal break *alone*<sup>4</sup> is at least \$16,081,184.70, as  
 22

---

23  
 24 <sup>4</sup> Because of the varying statutes of limitations, Defendant did not have a reliable workweek count  
 25 for the rest break claim and did not include it. Nor did Defendant include an estimate for  
 26 attorneys’ fees, which may be included when calculating the amount in controversy for removal  
 27 purposes. *See, e.g., Galt G/S v. JSS Scandinavia*, 142 F.3d 1150, 1155-56 (9th Cir. 1998)  
 28 (attorneys’ fees may be taken into account to determine jurisdictional amounts). Moreover,  
 because of the logistics of pulling data, the above is based only on records through June 24, 2021.  
*Fresnics Dec.*, ¶¶ 13. The class has continued to grow since the data was pulled. *Id.* Thus, this  
 estimate is well below the actual amount in controversy.

summarized below:

Unpaid Overtime	\$2,602,263.78
Unpaid Minimum Wages	\$707,778.00
Waiting Time Penalties	\$6,019,732.80
Wage Statement Penalties	\$3,484,500.00
Expense Reimbursement	\$786,420.00
Meal Break Penalties	\$2,480,490.09
<b><u>Total Amount in Controversy</u></b>	<b><u>\$16,081,184.70</u></b>

68. Accordingly, although Defendant denies Plaintiff's claims of wrongdoing, based on the foregoing, under the Class Action Fairness Act, Plaintiff's claims for damages, penalties, attorneys' fees, and other monetary relief far exceed the \$5 million jurisdictional minimum for removal to this court, as required by 28 U.S.C. § 1332(d).

#### **NOTICE TO PLAINTIFF AND THE STATE COURT**

69. Contemporaneously with the filing of this Notice in this Court, written notice of such filing will be provided to Plaintiff's counsel of record, Kevin F. Woodall of Woodall Law Offices and Thomas D. Rutledge, Attorney-at-Law.

70. A copy of the Notice of Removal will also be filed with the Clerk of the Superior Court of the County of San Francisco, California.

**CONCLUSION**

71. **WHEREFORE**, having provided notice as required by law, Defendant removes this action now pending against them in the Superior Court of the State of California, County of San Francisco, to this Honorable Court, and request that this Court retain jurisdiction for all further proceedings.

**Dated: September 23, 2021**

ONGARO PC

By: 

David R. Ongaro

Attorneys for Defendant

CoWorx Staffing Solutions LLC

**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO**

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of San Francisco, State of California. My business address is 1604 Union Street, San Francisco, CA 94123.

On September 23, 2021, I served a true and correct copy of the documents described as:

**DEFENDANTS' NOTICE TO FEDERAL COURT OF REMOVAL OF CIVIL  
ACTION FROM STATE COURT PURSUANT TO 28 U.S.C. § 1332(D)(2) (CAFA)**

I served this document on the interested parties in this action as follows:

Kevin F. Woodall  
WOODALL LAW OFFICES  
100 Pine St. Suite 1250  
San Francisco, CA 94111  
Tel.: (415) 413-4629  
Fax: (866) 937-4109  
Email: [kevin@woodall.com](mailto:kevin@woodall.com)

*Attorneys for Plaintiff Lysette Galvez  
and those similarly situated*

Thomas D. Rutledge, Esq.  
Law Offices of Thomas D. Rutledge  
113 West G Street, Suite 231  
San Diego, California 92101  
Tel.: (619) 886-7224  
Fax: (619) 259-5455  
Email: [thomasrutledgelaw@gmail.com](mailto:thomasrutledgelaw@gmail.com)

*Attorneys for Plaintiff Lysette Galvez and  
those similarly situated*

**SERVICE BY ELECTRONIC TRANSMISSION/E-MAIL:** Based on an agreement of the parties to accept service by e-mail or electronic transmission, I sent the document(s) on the date shown below to the e-mail addresses of the persons listed below. I did not receive within a reasonable time after the transmission any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on September 23, 2021, at San Francisco, California.



Christine M. Gill

# **EXHIBIT A**



# CORPORATE CREATIONS®

Registered Agent • Director • Incorporation

Corporate Creations Network Inc.

11380 Prosperity Farms Road #221E, Palm Beach Gardens, FL 33410

Coworx Staffing Services LLC  
 Dan Amato, PHR, CSP Senior HR Business Partner  
 CoWorx Staffing Services LLC  
 412 Mr. Kemble Ave.  
 Suite 200 C  
 Morristown NJ 07960

12/02/2019

## SERVICE OF PROCESS NOTICE

The following is a courtesy summary of the enclosed document(s). **ALL information should be verified by you.**

Item: 2019-208

Note: Any questions regarding the substance of the matter described below, including the status or how to respond, should be directed to the contact set forth in line 12 below or to the court or government agency where the matter is being heard. **IMPORTANT:** All changes or updates to the SOP contact individuals or their contact information must be submitted in writing to [SOPcontact@corpcreations.com](mailto:SOPcontact@corpcreations.com). Any changes will become effective upon written confirmation of Corporate Creations.

1.	<b>Client Entity:</b> Coworx Staffing Services LLC	
2.	<b>Title of Action:</b> Lysette Galvez, ind. and on behalf of those similarly situated vs. Coworx Staffing Services LLC, et al.	
3.	<b>Document(s) Served:</b> Summons Class Action Complaint	
4.	<b>Court/Agency:</b> San Francisco County Superior Court	
5.	<b>State Served:</b> California	
6.	<b>Case Number:</b> CGC-19-578983	
7.	<b>Case Type:</b> Failure to Pay Overtime Wages	
8.	<b>Method of Service:</b> Hand Delivered	
9.	<b>Date Received:</b> Monday 11/25/2019	
10.	<b>Date To Client:</b> Monday 12/2/2019	
11.	<b># Days When Answer Due:</b> 30 <b>Answer Due Date:</b> 12/25/2019	<b>CAUTION:</b> Client is solely responsible for verifying the accuracy of the estimated Answer Due Date. To avoid missing a crucial deadline, we recommend immediately confirming in writing with opposing counsel that the date of the service in their records matches the Date Received.
12.	<b>SOP Sender:</b> Woodall Law Offices (Name, City, State, and Phone Number) San Francisco, CA 415-413-4629	
13.	<b>Shipped To Client By:</b> Email Only with PDF Link	
14.	<b>Tracking Number:</b>	
15.	<b>Handled By:</b> 051	
16.	<b>Notes:</b>	

**NOTE:** This notice and the information above is provided for general informational purposes only and should not be considered a legal opinion. The client and their legal counsel are solely responsible for reviewing the service of process and verifying the accuracy of all information. At Corporate Creations, we take pride in developing systems that effectively manage risk so our clients feel comfortable with the reliability of our service. We always deliver service of process so our clients avoid the risk of a default judgment. As registered agent, our role is to receive and forward service of process. To decrease risk for our clients, it is not our role to determine the merits of whether service of process is valid and effective. It is the role of legal counsel to assess whether service of process is invalid or defective. Registered agent services are provided by Corporate Creations Network Inc.

11380 Prosperity Farms Road #221E, Palm Beach Gardens, FL 33410 Tel: (561) 694-8107 Fax: (561) 694-1639

[www.CorporateCreations.com](http://www.CorporateCreations.com)

SUM-100

**SI MONS**  
**(CITACION JUDICIAL)**

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:**  
**(AVISO AL DEMANDADO):**

COWORX STAFFING SERVICES LLC, a Delaware Corporation;  
MICHAEL EPSTEIN, an individual; and DOES 1 through 10, inclusive

**YOU ARE BEING SUED BY PLAINTIFF:**

**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

LYSETTE GALVEZ, individually and on behalf of those similarly  
situated

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

Superior Court of California, County of San Francisco  
400 McAllister Street, San Francisco, CA 94102

CASE NUMBER  
(Número de caso)

2019-19-578983

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Kevin Woodall, 100 Pine Street, Suite 1250, San Francisco, CA 94111; (415) 413-4629

DATE:

(Fecha)

SEP 04 2019

CLERK OF THE COURT

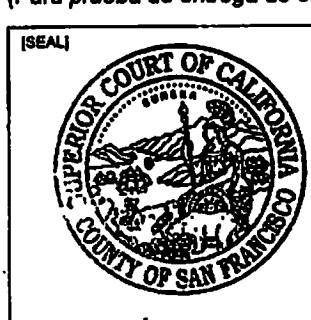
Clerk, by  
(Secretario)

KYLENE ADOLPHO

Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



**NOTICE TO THE PERSON SERVED:** You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

under: ☐ CCP 416.10 (corporation)

☐ CCP 416.20 (defunct corporation)

☐ CCP 416.40 (association or partnership)

☐ other (specify):

4. ☐ by personal delivery on (date):

☐ CCP 416.60 (minor)

☐ CCP 416.70 (conservatee)

☐ CCP 416.90 (authorized person)

WOODALL LAW OFFICES  
100 PINE STREET, SUITE 1250  
SAN FRANCISCO, CALIFORNIA 94111  
TELEPHONE: (415) 413-4829  
FACSIMILE: (866) 937-4109  
KEVIN@KWOODALLLAW.COM

KEVIN F. WOODALL, BAR NO. 180650

ATTORNEYS FOR PLAINTIFF, LYSETTE GALVEZ AND THOSE  
SIMILARLY SITUATED

**FILED**  
San Francisco County Superior Court

SEP 04 2019

CLERK OF THE COURT  
BY: *Shalene P. [Signature]*  
Deputy Clerk

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO  
UNLIMITED JURISDICTION**

LYSETTE GALVEZ, INDIVIDUALLY AND  
ON BEHALF OF THOSE SIMILARLY  
SITUATED,

PLAINTIFFS,

v.

COWORX STAFFING SERVICES LLC,  
A DELAWARE CORPORATION; MICHAEL  
EPSTEIN, AN INDIVIDUAL; AND DOES 1  
THROUGH 10, INCLUSIVE,

DEFENDANTS.

CASE No.

**CCC-19-578983**

**CLASS ACTION COMPLAINT**

- 1) Failure to Pay Overtime Wages
- 2) Failure to Pay Minimum and Regular Wages
- 3) Failure to Make Timely Final Wage Payments
- 4) Failure to Provide Proper Itemized Wage Statements
- 5) Failure to Reimburse Expenses
- 6) Unfair Competition
- 7) Failure to Timely Produce Wage Statements and Personnel Files

**JURY TRIAL DEMANDED**

**CLASS ACTION COMPLAINT**

1 Plaintiff Lysette Galvez, on behalf of herself and others similarly situated, makes  
 2 the following allegations against Defendants, Coworx Staffing Services LLC, Michael  
 3 Epstein, and Does 1 through 10, inclusive.

#### 4 I. NATURE OF ACTION AND INTRODUCTORY STATEMENT

5 1. Plaintiff LYSETTE GALVEZ ("PLAINTIFF") brings this class action against  
 6 Defendant COWORX STAFFING SERVICES LLC, MICHAEL EPSTEIN and Does 1  
 7 through 10, inclusive ("DEFENDANTS") for engaging in systematic violations of wage  
 8 and hour laws. On information and belief, DEFENDANTS failed to: (1) pay  
 9 PLAINTIFF and other current and former non-exempt employees overtime wages,  
 10 regular wages and minimum wages in violation of Labor Code §§ 510, 1194 and 1197,  
 11 Industrial Welfare Commission Wage Orders (the "IWC Wage Orders"); (2) provide  
 12 PLAINTIFF and current and former non-exempt California employees with proper wage  
 13 statements in violation of Labor Code § 226; (3) timely pay all final wages to  
 14 PLAINTIFF and former non-exempt California employees from February 1, 2019 to  
 15 present in violation of Labor Code §§ 201-203; and (4) reimburse PLAINTIFF and  
 16 current and former non-exempt California employees for all business expenses in  
 17 violation of Labor Code § 2802. PLAINTIFF also contends that they requested their  
 18 personnel files and wage statements, but DEFENDANTS did not timely produce them.

19 2. PLAINTIFF seeks all damages, restitution, injunctive relief, statutory penalties,  
 20 and other relief to which she and other similarly situated current and former non-exempt  
 21 employees of DEFENDANTS are entitled under California law.

#### 22 II. JURISDICTION AND VENUE

23 3. DEFENDANTS are subject to the Court's personal jurisdiction and have minimal  
 24 contacts with this county. On information and belief, DEFENDANTS conduct business  
 25 by providing staffing services to clients within this county. In addition, venue is proper  
 26 in this Court under Code of Civil Procedure 395 et seq. because, on information and  
 27 belief, a substantial number of events, obligations, and claims accrued or occurred in this  
 28 county. DEFENDANT COWORX STAFFING SERVICES LLC is a registered limited

1 liability company in Delaware without an office in California, according to the California  
2 Secretary of State's website. On information and belief, DEFENDANT MICHAEL  
3 EPSTEIN resides in New Jersey and owns and operates DEFENDANT COWORX  
4 STAFFING SERVICES LLC.

### 5 III. PARTIES

6 4. PLAINTIFF Lysette Galvez is and at all relevant times was a resident of Chula  
7 Vista, California. From in or about December, 2016 to June, 2019, PLAINTIFF Lysette  
8 Galvez was employed by DEFENDANTS and performed temporary staffing services at  
9 DEFENDANTS' client locations in and around San Diego, California.

10 5. At all relevant times, PLAINTIFF was a non-exempt employee of  
11 DEFENDANTS. Furthermore, PLAINTIFF is an "aggrieved employees" within the  
12 meaning of Labor Code § 2699(c) because she was employed by DEFENDANTS and  
13 suffered the Labor Code violations in common with former or current non-exempt  
14 employees of DEFENDANTS.

15 6. At all relevant times, DEFENDANT COWORX STAFFING SERVICES LLC  
16 was a Delaware limited liability company without an office in the State of California.  
17 DEFENDANTS were the employer of PLAINTIFF and other similarly situated current  
18 and former employees, as defined in the California Labor Code, Industrial Welfare  
19 Commission Wage Orders. DEFENDANTS provide temporary staffing services to  
20 customers in California.

21 7. At all relevant times, DEFENDANT MICHAEL EPSTEIN is a manager and  
22 member of DEFENDANT COWORX STAFFING SERVICES LLC who resides in New  
23 Jersey. DEFENDANT MICHAEL EPSTEIN was PLAINTIFF'S employer or a person  
24 acting on behalf of PLAINTIFF'S employer who violated or caused to be violated laws  
25 relating to minimum and agreed upon wages, overtime wages, hours and days of work,  
26 reimbursement of business related expenses, wage statements and payment of all wages  
27 at the termination of employment under Labor Code § 558.1. PLAINTIFF is informed  
28 and believes and thereon alleges that DEFENDANTS authorized and/or ratified the

1 conduct and statutory violations alleged herein.

2 8. The true names and capacities of the DEFENDANTS named as DOES 1 through  
3 10, inclusive, are presently unknown to PLAINTIFF. PLAINTIFF will amend this  
4 Complaint, setting forth the true names and capacities of these fictitious DEFENDANTS  
5 when they are ascertained. PLAINTIFF is informed and believes and thereon alleges that  
6 each DEFENDANT, directly or indirectly, or through agents or other persons, jointly  
7 employed PLAINTIFF, and exercised control over her working conditions, pay and  
8 discharge. PLAINTIFF is informed and believes and thereon alleges that, at all relevant  
9 times, each DEFENDANT was the principal, agent, partner, joint venturer, officer,  
10 director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in  
11 interest, alter ego, and/or predecessor in interest of some or all of the other  
12 DEFENDANTS, and was engaged with some or all of the other DEFENDANTS in a  
13 joint enterprise for profit, and bore such other relationships to some or all of the other  
14 DEFENDANTS so as to be liable for their conduct with respect to the matters alleged  
15 below. PLAINTIFF is informed and believes and thereon alleges that each  
16 DEFENDANT acted pursuant to and within the scope of the relationships alleged above,  
17 that each DEFENDANT knew or should have known about, and authorized, ratified,  
18 adopted, approved, controlled, and aided and abetted the conduct of all other  
19 DEFENDANTS.

#### 20 IV. CLASS ACTION ALLEGATIONS

21 9. PLAINTIFF brings claims on behalf of herself and all other similarly situated  
22 current and former non-exempt employees of DEFENDANTS who worked in California  
23 (collectively, the "Class") as a class action pursuant to Code of Civil Procedure § 382.  
24 PLAINTIFF seeks to represent the following classes and/or subclasses:

25 **Overtime Wage Class:** All non-exempt employees who, four years prior to the filing  
26 of this action to the present, worked over eight (8) hours in a workday or forty (40)  
27 hours in a workweek and drove between two client or customer locations in a  
28 workday.

1 **Minimum Wage Class:** All non-exempt employees who, four years prior to the  
2 filing of this action to the present, were not paid when they drove between two client  
3 locations in a workday.

4 **Wage Statement Class:** All California employees who, from one year prior to the  
5 filing of this action to the present, are included in the Overtime Wage Class and/or  
6 Minimum Wage Class.

7 **Waiting Time Class:** All former non-exempt employees who, from February 1,  
8 2019 to the present, are in the Overtime Wage Class, the Minimum Wage Class  
9 and/or did not receive all wages due on the termination date or within 72 hours of  
10 resignation.

11 **Unreimbursed Expenses Class:** All employees who, four years prior to the filing of  
12 this action to the present, were not reimbursed mileage and automobile expenses  
13 associated with driving to client locations and/or cell phone and internet expenses  
14 despite using such devices or services for business purposes.

15 10. PLAINTIFF reserves the right under the Code of Civil Procedure and other  
16 applicable authority to amend or modify the class descriptions with greater specificity or  
17 further division into subclasses or limitation to particular issues.

18 11. PLAINTIFF'S claims are brought and may be maintained as a class action  
19 under Code of Civil Procedure § 382.

20 a. **Numerosity.** The Class members are so numerous that individual joinder of all  
21 of them as plaintiffs is impractical. While the exact number of Class members is  
22 unknown to PLAINTIFF at this time, PLAINTIFF is informed and believes and  
23 thereon allege that there are hundreds of members in each Class.

24 b. **Commonality.** There are questions of law or fact common to Class members.  
25 Indeed, common issues of fact and law predominate over individual issues. These  
26 common questions include, but are not limited to, the following:

- 27 1. Whether it was DEFENDANTS' practice or policy not to compensate  
28 Overtime Wage Class members and Minimum Wage Class members when

- 1 they drove between two or more client locations in the same workday;
- 2 2. Whether it was DEFENDANTS' practice or policy to provide itemized wage
- 3 statements (and maintain them for 3 years) that do not include correct gross
- 4 and net wages earned, the correct total hours worked, and the correct hours
- 5 worked at each rate of pay for those employees who drove between two client
- 6 locations in the same workday, among other things required by Labor Code §
- 7 226;
- 8 3. Whether it was DEFENDANTS' policy or practice to fail to pay Waiting
- 9 Time Class members all wages earned upon their discharge or within 72 hours
- 10 of resignation as required by Labor Code §§ 201-203;
- 11 4. Whether it was DEFENDANTS' practice or policy to not reimburse
- 12 Unreimbursed Expenses Class members for auto expenses relating to miles
- 13 driven between two client locations in the same workday and cell phone
- 14 and/or internet expenses as required by Labor Code § 2802; and
- 15 5. Whether DEFENDANTS engaged in unlawful and unfair wage and hour
- 16 practices in violation of the California Labor Code, Business & Professions
- 17 Code § 17200 and IWC Wage Orders.
- 18 c. **Typicality.** PLAINTIFF is a member of each Class, and her claims are typical of
- 19 the claims of the other Class members who PLAINTIFF seeks to represent.
- 20 PLAINTIFF suffered the same kinds of injuries suffered by other Class members
- 21 and seeks the same kind of relief sought by other Class members. ,
- 22 d. **Adequate Representation.** PLAINTIFF will adequately and fairly protect the
- 23 interests of the members of the Class. PLAINTIFF has no interests adverse to the
- 24 interests of the absent Class members. PLAINTIFF is represented by legal
- 25 counsel with substantial class action experience in civil litigation and employment
- 26 law.
- 27 12. This case is brought and may be maintained as a class action under Code of
- 28 Civil Procedure § 382. Questions of law or fact common to class members predominate

1 over any questions affecting only individual members, and a class action is superior to  
2 other available methods for the fair and efficient adjudication of the controversy. Class  
3 action treatment will allow a large number of similarly situated employees to prosecute  
4 their common claims in a single forum, simultaneously, efficiently, and without the  
5 unnecessary duplication of effort and expense that numerous individual actions would  
6 require. Further, the monetary amounts due to many individual members are likely to be  
7 relatively small, and the burden and expense of individual litigation would make it  
8 difficult or impossible for individual Class members to seek and obtain relief. A class  
9 action will serve an important public interest by permitting employees harmed by  
10 DEFENDANTS' unlawful practices to effectively pursue recovery of the sums owed to  
11 them.

#### 12 V. FACTUAL ALLEGATIONS

13 13. PLAINTIFF and other Class members worked as temporary labor for  
14 DEFENDANTS' clients. They worked at the locations of DEFENDANTS' clients. On  
15 information and belief, PLAINTIFF and other Class members had to drive to multiple  
16 client locations on the same workday, but were not reimbursed for mileage expenses or  
17 paid for their time when drove between two or more client locations in a workday.  
18 DEFENDANTS also failed to otherwise reimburse PLAINTIFF and other Class members  
19 for all mileage and automobile expenses. This resulted in PLAINTIFF and other Class  
20 members suffering unreimbursed expenses and unpaid minimum wages, regular/agreed  
21 upon wages and overtime wages in violation of Labor Code §§ 2802, 510, 1194 and  
22 1197.

23 14. On information and belief, DEFENDANTS did not reimburse PLAINTIFF  
24 and other Class members when they used their cell phones and/or internet to record their  
25 hours worked and communicate with DEFENDANTS regarding their jobs.

26 15. On information and belief, DEFENDANTS failed to provide accurate and  
27 compliant wage statements to PLAINTIFF and other Class members in violation of Labor  
28 Code § 226. The wage statements did not contain the correct number of hours worked,

1 the correct number of hours of work at each rate of pay, and the correct gross and net  
 2 wages, among other things. For example, the gross and net wages earned, the number of  
 3 hours worked and number of hours worked at each rate of pay were incorrect, as noted  
 4 above, because DEFENDANTS did not pay PLAINTIFF and Class members for all time  
 5 spent driving between two or more client locations in the same workday.

6 16. On information and belief, when PLAINTIFF and other Class members  
 7 were discharged or resigned, DEFENDANTS did not timely pay them all wages due  
 8 under Labor Code §§ 201-203 including, but not limited to, unpaid minimum wages,  
 9 regular/agreed upon wages and/or overtime wages. PLAINTIFF is informed and believes  
 10 that DEFENDANTS settled another class action lawsuit for failing to timely pay final  
 11 wages under Labor Code §§ 201-203 through January 31, 2019. Accordingly,  
 12 PLAINTIFF only bring this action on behalf of those whose employment ended on or  
 13 after February 1, 2019.

14 17. In May, 2019, PLAINTIFF by and through her counsel made a written  
 15 request to obtain her wage statements and personnel file pursuant to Labor Code sections  
 16 226 and 1198.5. DEFENDANTS did not produce any documents until late July, 2019.  
 17 On information and belief, when documents were produced, DEFENDANTS did not  
 18 produce all responsive documents.

## 19 **VI. CAUSES OF ACTION**

### 20 **FIRST CAUSE OF ACTION** 21 **FAILURE TO PAY OVERTIME WAGES** 22 **(Violation of Labor Code §§ 510 and 1194)**

23 **(By PLAINTIFF, on behalf of herself and the Overtime Wage Class)**

24 18. PLAINTIFF realleges and incorporates by reference the foregoing  
 25 paragraphs as though fully set forth herein.

26 19. PLAINTIFF and the Overtime Wage Class members were "non-exempt"  
 27 employees of DEFENDANTS who did not receive proper protections and benefits of the  
 28 laws governing payment of overtime wages.

20. During the time of PLAINTIFF'S and the Overtime Wage Class members' employment with DEFENDANTS, they were not exempt from receiving overtime compensation and were entitled to receive overtime compensation under Labor Code §§ 510, 1194 and 1198 and IWC Wage Orders for any and all work performed in excess of 8 hours per day, and/or for any and all work performed in excess of 40 hours per week.

21. On information and belief, DEFENDANTS knowingly and willfully failed to pay PLAINTIFF and the Overtime Wage Class members all overtime compensation owed to them, including: (a) 1.5 times their regular rate of pay for hours worked in excess of 8 hours per day and 40 hours per week and during the first 8 hours worked on the seventh day of a workweek; and/or (b) 2 times their regular rate of pay for all hours worked in excess of 12 hours per day and for any work performed in excess of 8 hours on any seventh day of a workweek. On information and belief, DEFENDANTS failed to pay overtime wages for all such hours because DEFENDANTS did not pay wages when employees drove between two client locations in the same workday.

22. On information and belief, as a direct result, PLAINTIFF and the Overtime Wage Class members have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel DEFENDANTS to fully perform their obligations under the Labor Code, all to their respective damage in amounts according to proof at trial. PLAINTIFF, on behalf of herself and the Overtime Wage Class members, seek to recover in a civil action the unpaid balance of the full amount of the unpaid overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit, and other remedies provided under the Labor Code.

**SECOND CAUSE OF ACTION**  
**FAILURE TO PAY MINIMUM AND REGULAR WAGES**  
**(Violation of Labor Code §§ 1194, 1194.2 and 1197)**  
**(By PLAINTIFF, on behalf of herself and the Minimum Wage Class)**

23. PLAINTIFF realleges and incorporates by reference the foregoing

1 paragraphs as though fully set forth herein.

2 24. Labor Code § 1194(a) states: "Notwithstanding any agreement to work for  
3 a lesser wage, any employee receiving less than the legal minimum wage or the legal  
4 overtime compensation applicable to the employee is entitled to recover in a civil action  
5 the unpaid balance of the full amount of this minimum wage or overtime compensation,  
6 including interest thereon, reasonable attorney's fees, and costs of suit."

7 25. Labor Code § 1194.2 states: "In any action under Section 98, 1193.6, 1194,  
8 or 1197.1 to recover wages because of the payment of a wage less than the minimum  
9 wage fixed by an order of the commission or by statute, an employee shall be entitled to  
10 recover liquidated damages in an amount equal to the wages unlawfully unpaid and  
11 interest thereon." This provision also provides for liquidated damages equal to  
12 unlawfully unpaid minimum wages, with interest.

13 26. Labor Code § 1197 states: "The minimum wage for employees fixed by the  
14 commission is the minimum wage to be paid to employees, and the payment of a less  
15 wage than minimum wage so fixed is unlawful."

16 27. Pursuant to the applicable Wage Order, an employer may not pay  
17 employees less than the applicable minimum wage for all hours worked.

18 28. On information and belief, PLAINTIFF and Minimum Wage Class  
19 members were not paid the minimum wage or regular, agreed upon wages when they  
20 drove between two client locations in the same workday.

21 29. On information and belief, as a direct result, PLAINTIFF and the Minimum  
22 Wage Class members have suffered and continue to suffer, substantial losses related to  
23 the use and enjoyment of such wages, lost interest on such wages and expenses and  
24 attorney's fees in seeking to compel DEFENDANTS to fully perform their obligations  
25 under the Labor Code, all to their respective damage in amounts according to proof at  
26 trial. PLAINTIFF, on behalf of herself and the Minimum Wage Class members, seeks to  
27 recover in a civil action the unpaid balance of the full amount of the unpaid minimum  
28 wage and regular wage compensation and liquidated damages, including interest thereon,

1 reasonable attorney's fees, and costs of suit, and other remedies provided under the Labor  
2 Code.

3 **THIRD CAUSE OF ACTION**  
4 **FAILURE TO PAY WAGES WITHIN REQUIRED TIME**  
5 **(Violations of Labor Code §§ 201, 202 and 203)**

6 **(By PLAINTIFF, on behalf of herself and the Waiting Time Class)**

7 30. PLAINTIFF realleges and incorporates by reference the foregoing  
8 paragraphs as though fully set forth herein.

9 31. Labor Code § 201 requires DEFENDANTS to immediately pay any wages,  
10 without abatement or reduction, to any employee who is discharged. Labor Code § 202  
11 requires DEFENDANTS to pay all wages earned and unpaid, without abatement or  
12 reduction, no later than 72 hours of receiving an employee's notice of intent to quit or  
13 immediately at the time of quitting if the employee provided at least 72 hours' notice of  
14 intent to quit.

15 32. For a willful violation of Labor Code §§ 201 and/or 202, Labor Code § 203  
16 causes the unpaid wages of the employee to continue as a penalty from the due date  
17 thereof at the same rate until paid, but the wages shall not continue for more than 30  
18 days.

19 33. On information and belief, DEFENDANTS willfully did not provide  
20 PLAINTIFF and Waiting Time Class members, after their discharge or resignation, with  
21 all wages due and owing including, but not limited to, all minimum wages, regular/agreed  
22 upon wages, overtime wages and premium pay by the times specified by Labor Code §  
23 201 or 202. Consequently, pursuant to Labor Code § 203, DEFENDANTS owe  
24 PLAINTIFF and Waiting Time Class members the above-described waiting time penalty,  
25 all in an amount to be shown according to proof at trial, which PLAINTIFF seeks on  
26 behalf of herself and the Waiting Time Class.

**FOURTH CAUSE OF ACTION  
FAILURE TO PROVIDE COMPLIANT ITEMIZED WAGE STATEMENTS  
(Violation of Labor Code § 226)**

**(By PLAINTIFF, on behalf of herself and the Wage Statement Class)**

34. PLAINTIFF realleges and incorporates the foregoing paragraphs as though fully set forth herein.

35. Labor Code § 226(a) requires that employers, including DEFENDANTS, to furnish employees with each wage payment an accurate, itemized writing that shows gross wages earned, total hours worked, all deductions, net wages earned, the inclusive dates of the period for which the employee is paid, the name and address of the legal entity that is the employer, the name of the employee and the portion of his or her social security number (or identification number) as required by law, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, among other things

36. On information and belief, DEFENDANTS knowingly and intentionally failed to provide PLAINTIFF and Wage Statement Class members with the above-described writing required by Labor Code § 226 through actions alleged herein including, but not limited to, a failure to provide correct total hours worked, correct gross and net wages earned, the correct number of hours worked at the correct hourly rates, and the correct hourly rates of pay, among other things. On information and belief, DEFENDANTS did not pay PLAINTIFF and Wage Statement Class members all wages due for driving between two or more client locations in the same workday, which made their wage statements inaccurate.

37. On information and belief, DEFENDANTS' failure to provide a proper writing deprived PLAINTIFF and Wage Statement Class members with the ability to know, understand and question the calculation and rate of pay and hours used to calculate the wages paid by DEFENDANTS. Indeed, a reasonable person could not determine from the wage statements alone the correct total hours worked, the correct hours worked

1 at each rate of pay or the correct gross and net wages earned, among other things.  
 2 PLAINTIFF and Wage Statement Class members, therefore, had no way to dispute the  
 3 resulting miscalculation of wages, all of which resulted in an unjustified economic  
 4 enrichment to DEFENDANTS. DEFENDANTS' failure to provide the proper writing  
 5 also required PLAINTIFF and Wage Statement Class members to spend and continue to  
 6 spend attorney's fees and costs to determine the wages owed to them. As a direct result,  
 7 PLAINTIFF and Wage Statement Class members suffered and continue to suffer,  
 8 substantial losses related to the use and enjoyment of such wages, lost interest on such  
 9 wages and expenses and attorney's fees and costs in seeking to gather information and  
 10 compel DEFENDANTS to fully perform their obligations under state law, all to their  
 11 respective damage in amounts according to proof at trial.

12 38. Labor Code § 226(e) requires DEFENDANT to pay the greater of all actual  
 13 damages or fifty dollars (\$50.00) for the initial pay period in which a violation occurred,  
 14 and one hundred dollars (\$100.00) per employee for each violation in subsequent pay  
 15 periods, plus attorney's fees and costs, to PLAINTIFF and Wage Statement Class  
 16 members who were injured by DEFENDANTS' failure to comply with Labor Code §  
 17 226(a), which PLAINTIFF seeks on behalf of herself and the Wage Statement Class. The  
 18 exact amount of the applicable penalty is all in an amount to be shown according to proof  
 19 at trial.

20 **FIFTH CAUSE OF ACTION**  
 21 **FAILURE TO REIMBURSE BUSINESS EXPENSES**  
 22 **(Violation of Labor Code § 2802)**

23 **(By PLAINTIFF, on behalf of herself and the Unreimbursed**  
 24 **Expenses Class)**

25 39. PLAINTIFF realleges and incorporates by reference the foregoing  
 26 paragraphs as though fully set forth herein.

27 40. Pursuant to California Labor Code Section 2802, an employer must  
 28 indemnify its employees "for all necessary expenditures or losses incurred by the

1 employee in direct consequence of the discharge of his or her duties . . . .”

2 41. On information and belief, PLAINTIFF and the Unreimbursed Expenses  
3 Class members made necessary expenditures and incurred losses as a direct consequence  
4 of the discharge of their duties and in obedience to the directions of DEFENDANTS  
5 including, but not limited to, mileage and automobile expenses, cell phone expenses and  
6 internet expenses.

7 42. On information and belief, DEFENDANTS knew they were incurring the  
8 expenses and were responsible for reimbursing PLAINTIFF and Unreimbursed Expenses.  
9 Class members for their expenditures and losses as a direct consequence of the discharge  
10 of their duties, but failed to do so.

11 43. On information and belief, as a result of DEFENDANTS’ unlawful  
12 conduct, PLAINTIFF and Unreimbursed Expenses Class members have suffered  
13 damages in an amount within the limited jurisdiction of the Court. PLAINTIFF and the  
14 Unreimbursed Expenses Class are entitled to recover the full amount of the unpaid  
15 expenditures and losses, interest thereon, reasonable attorney’s fees and costs of suit.

16 **SIXTH CAUSE OF ACTION**  
17 **UNFAIR COMPETITION**  
18 **(Violation of Business and Professions Code § 17200)**

19 **(By PLAINTIFF, on behalf of herself and the Minimum Wage Class, Overtime**  
20 **Wage Class and Unreimbursed Expenses Class)**

21 44. PLAINTIFF realleges and incorporates by reference the foregoing  
22 paragraphs as though fully set forth herein.

23 45. California Business & Professions Code § 17200 et seq. prohibits acts of  
24 unfair competition, which includes any “unlawful, unfair or fraudulent business act or  
25 practice...” On information and belief, PLAINTIFF and the Minimum Wage Class,  
26 Overtime Wage Class and Unreimbursed Expenses Class members, as herein alleged,  
27 have suffered and continue to suffer injuries in fact, due to the unlawful, fraudulent and  
28 unfair business practices of DEFENDANTS.

46. As alleged herein, on information and belief, DEFENDANTS

1 systematically engaged in unlawful conduct such as wage and hour violations, failing to  
2 pay proper wages and monies for hours worked and failing to reimburse employees for  
3 necessary business-related expenses all in order to decrease its costs of doing business  
4 and increase profits.

5 47. On information and belief, at the time that PLAINTIFF and the Minimum  
6 Wage Class, Overtime Wage Class and Unreimbursed Expenses Class members were  
7 hired, DEFENDANTS knowingly, intentionally and illegally misrepresented to each of  
8 them conformance with the California Labor Code and/or IWC Wage Orders, including  
9 the payment all wages due and the reimbursement of the expenses.

10 48. On information and belief, from the time that PLAINTIFF and the  
11 Minimum Wage Class, Overtime Wage Class and Unreimbursed Expenses Class  
12 members were hired, DEFENDANTS failed to comply with the California Labor Code  
13 and IWC Wage Orders through their actions as herein alleged including, but not limited  
14 to its failure to: (1) failure to provide minimum wages, regular/agreed upon wages and  
15 overtime wages when they drove between two client locations in the same workday, and  
16 (2) provide reimbursement for all business related expenses.

17 49. At all times relevant, on information and belief, DEFENDANTS  
18 intentionally avoided paying to PLAINTIFF and the Minimum Wage Class, Overtime  
19 Wage Class and Unreimbursed Expenses Class members wages and monies and other  
20 financial obligations attached thereto, thereby creating for DEFENDANTS an artificially  
21 lower cost of doing business in order to undercut competitors and establish and/or gain a  
22 greater foothold in the marketplace, all to the detriment of PLAINTIFF and the Minimum  
23 Wage Class, Overtime Wage Class and Unreimbursed Expenses Class members.

24 50. On information and belief, at all times relevant herein PLAINTIFF and the  
25 Minimum Wage Class, Overtime Wage Class and Unreimbursed Expenses Class  
26 members relied on and believed DEFENDANTS' representations concerning its  
27 conformance with the California wage and hour laws, all to their detriment.

28 51. On information and belief, as a result of DEFENDANTS' intentional,

1 willful, purposeful, illegal and fraudulent misrepresentation of its conformance with the  
 2 Labor Code and IWC Wage Orders, PLAINTIFF and the Minimum Wage Class,  
 3 Overtime Wage Class and Unreimbursed Expenses Class members suffered a loss of  
 4 wages and monies, all in an amount to be shown according to proof at trial. By violating  
 5 the foregoing statutes and regulations as herein alleged, DEFENDANTS' acts constitute  
 6 unfair, fraudulent and unlawful business practices under Business and Professions Code §  
 7 17200 et seq.

8 52. As a result of the unfair, fraudulent and unlawful business practices of  
 9 DEFENDANTS alleged herein, PLAINTIFF and the Minimum Wage Class, Overtime  
 10 Wage Class and Unreimbursed Expenses Class members are entitled to declaratory relief,  
 11 injunctive relief, disgorgement, and restitution in an amount according to proof. As  
 12 private attorneys general under California Civil Code § 1021.5, PLAINTIFF, on behalf of  
 13 herself and the Minimum Wage Class, Overtime Wage Class and Unreimbursed  
 14 Expenses Class members seek to recover any and all attorney's fees incurred herein.

15 **SEVENTH CAUSE OF ACTION**  
 16 **FAILURE TO PRODUCE PERSONNEL FILE AND WAGE STATEMENTS**  
 (Violation of Labor Code §§ 226(b) & (c) and 1198.5)

17 (By PLAINTIFF, On Behalf of Herself)

18 53. PLAINTIFF realleges and incorporates by reference the foregoing  
 19 paragraphs as though fully set forth herein.

20 54. Labor Code § 226(b) provides an employer shall afford current and former  
 21 employees the right to inspect or copy records pertaining to their employment, upon  
 22 reasonable request to the employer. Labor Code § 226(c) provides that an employer who  
 23 receives a written or oral request to inspect or copy records pertaining to a current or  
 24 former employee shall comply with the request as soon as practicable, but no later than  
 25 21 calendar days from the date of the request. If an employer fails to permit a current or  
 26 former employee to inspect or copy records within 21 days of the request, the current or  
 27 former employee is entitled to a \$750 penalty, injunctive relief and an award of costs and  
 28 reasonable attorney's fees under Labor Code § 226(f) & (g). Labor Code § 1198.5

1 provides that current and former employees, through their representatives or otherwise,  
2 have the right to inspect and receive a copy of their personnel files within 30 calendar  
3 days of making a written request. If an employer fails to permit the inspection of the  
4 personnel file within 30 calendar days of the request, the current or former employee may  
5 recover a penalty of \$750 and seek to compel the employer to produce the records, along  
6 with costs and reasonable attorney's fees under Labor Code § 1198.5(k) & (l), which  
7 PLAINTIFF seeks.

8 55. In May, 2019, by and through her attorneys, PLAINTIFF made a written  
9 request for their personnel file, wage statements and documents signed by PLAINTIFF  
10 relating to the obtaining or holding employment, and other records relating to  
11 PLAINTIFF'S employment. DEFENDANTS failed to produce all requested documents  
12 within 30 days of the written request in violation of Labor Code §§ 226, 432 and 1198.5.  
13 While some documents were produced in late July, 2019, on information and belief,  
14 DEFENDANTS still have not produced all responsive documents as of the filing of this  
15 action and should be compelled to do so.

16 56. As a result, PLAINTIFF is entitled to and each seeks \$750 in penalties  
17 under both Labor Code §§ 226 and 1198.5, injunctive relief and reasonable attorney's  
18 fees and costs.

#### 19 PRAYER FOR RELIEF

20 WHEREFORE, PLAINTIFF, on behalf of herself and similarly situated current  
21 and former employees of DEFENDANTS, including the Minimum Wage Class,  
22 Overtime Wage Class, Unreimbursed Expenses Class, Waiting Time Class and Wage  
23 Statement Class members, pray for judgment and relief against DEFENDANTS as  
24 follows:

25 a. An order certifying that PLAINTIFF may pursue her claims against  
26 DEFENDANTS as a class action on behalf of the Minimum Wage Class, Overtime Wage  
27 Class, Unreimbursed Expenses Class, Waiting Time Class and Wage Statement Class  
28 members under Code of Civil Procedure 382;

1                   b.     An order appointing PLAINTIFF as Class representative and  
2 appointing PLAINTIFF'S counsel as Class Counsel;

3                   c.     For general damages and special damages including, but not limited  
4 to, unpaid minimum wages, agreed upon wages, overtime wages, and unreimbursed  
5 expenses;

6                   d.     For reasonable attorney fees, cost of suit, and interest to the extent  
7 permitted by law, including pursuant to Civil Code § 1021.5 and Labor Code;

8                   e.     For liquidated damages pursuant to the Labor Code;

9                   f.     Statutory penalties under Labor Code sections 226 and 203 and other  
10 applicable Labor Code provisions;

11                  g.     For restitution, injunctive relief, declaratory relief and other relief  
12 provided by Business and Professions Code § 17200 et seq., including a declaratory  
13 judgment that DEFENDANTS violated Labor Code §§ 510, 1194, 1197 and other  
14 provisions of the Labor Code and/or Orders of the Industrial Welfare Commission, and a  
15 permanent injunction prohibiting DEFENDANTS from future violations of the same  
16 laws;

17                  h.     For an order requiring DEFENDANTS to restore and disgorge all  
18 funds to PLAINTIFF and Class members acquired by means of any act or practice  
19 declared by this Court to be unlawful, unfair or fraudulent and, therefore, constituting  
20 unfair competition under Business and Professions Code § 17200 et seq.;

21                  i.     For an accounting to determine all money wrongfully obtained and  
22 held by DEFENDANTS;

23                  j.     Penalties and injunctive relief under Labor Code §§ 226(f)&(g) and  
24 1198.5(k);

25                  k.     For pre- and post-judgment interest, and  
26  
27  
28

**WOODALL LAW OFFICES**

**BY:**

**KEVIN F. WOODALL**  
ATTORNEYS FOR PLAINTIFF, LYSETTE  
GALVEZ AND SIMILARLY SITUATED  
FORMER AND CURRENT EMPLOYEES OF  
DEFENDANTS

NOV 25 2019

# **EXHIBIT B**

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ATTORNEYS FOR PLAINTIFF, LYSETTE GALVEZ AND THOSE  
SIMILARLY SITUATED

ELECTRONICALLY

**FILED**

*Superior Court of California,  
County of San Francisco*

**11/12/2019**

**Clerk of the Court**

BY: KALENE APOLONIO

Deputy Clerk

**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF SAN FRANCISCO**

**UNLIMITED JURISDICTION**

LYSETTE GALVEZ, INDIVIDUALLY AND  
ON BEHALF OF THOSE SIMILARLY  
SITUATED,

PLAINTIFFS,

v.

COWORX STAFFING SERVICES LLC,  
A DELAWARE CORPORATION; MICHAEL  
EPSTEIN, AN INDIVIDUAL; AND DOES 1  
THROUGH 10, INCLUSIVE,

DEFENDANTS.

CASE No. CGC-19-578983

FIRST AMENDED CLASS ACTION  
COMPLAINT AND PAGA  
REPRESENTATIVE ACTION

- 1) Failure to Pay Overtime Wages
- 2) Failure to Pay Minimum and Regular Wages
- 3) Failure to Make Timely Final Wage Payments
- 4) Failure to Provide Proper Itemized Wage Statements
- 5) Failure to Reimburse Expenses
- 6) Unfair Competition
- 7) Failure to Timely Produce Wage Statements and Personnel Files
- 8) Private Attorneys General Act Relating To Unpaid Overtime Wages
- 9) Private Attorneys General Act Relating To Unpaid Minimum Wages and Regular Wages
- 10) Private Attorneys General Act Relating To Failure To Make Timely Final Wage Payments
- 11) Private Attorneys General Act Relating To Failure to Reimburse Expenses

**JURY TRIAL DEMANDED**

1 Plaintiff Lysette Galvez, on behalf of herself and others similarly situated, makes  
 2 the following allegations against Defendants, Coworx Staffing Services LLC, Michael  
 3 Epstein, and Does 1 through 10, inclusive.

#### 4 **I. NATURE OF ACTION AND INTRODUCTORY STATEMENT**

5 1. Plaintiff LYSETTE GALVEZ (“PLAINTIFF”) brings this class action against  
 6 Defendant COWORX STAFFING SERVICES LLC, MICHAEL EPSTEIN and Does 1  
 7 through 10, inclusive (“DEFENDANTS”) for engaging in systematic violations of wage  
 8 and hour laws. On information and belief, DEFENDANTS failed to: (1) pay  
 9 PLAINTIFF and other current and former non-exempt employees overtime wages,  
 10 regular wages and minimum wages in violation of Labor Code §§ 510, 1194 and 1197,  
 11 Industrial Welfare Commission Wage Orders (the “IWC Wage Orders”); (2) provide  
 12 PLAINTIFF and current and former non-exempt California employees with proper wage  
 13 statements in violation of Labor Code § 226; (3) timely pay all final wages to  
 14 PLAINTIFF and former non-exempt California employees from February 1, 2019 to  
 15 present in violation of Labor Code §§ 201-203; and (4) reimburse PLAINTIFF and  
 16 current and former non-exempt California employees for all business expenses in  
 17 violation of Labor Code § 2802. PLAINTIFF also contends that they requested their  
 18 personnel files and wage statements, but DEFENDANTS did not timely produce them.  
 19 PLAINTIFF also brings Private Attorneys General Act (“PAGA”) claims against  
 20 DEFENDANTS for the same violations, among others.

21 2. PLAINTIFF seeks all damages, restitution, injunctive relief, statutory penalties,  
 22 civil penalties and other relief to which she and other similarly situated current and  
 23 former non-exempt employees of DEFENDANTS are entitled under California law.

#### 24 **II. JURISDICTION AND VENUE**

25 3. DEFENDANTS are subject to the Court’s personal jurisdiction and have minimal  
 26 contacts with this county. On information and belief, DEFENDANTS conduct business  
 27 by providing staffing services to clients within this county. In addition, venue is proper  
 28 in this Court under Code of Civil Procedure 395 et seq. because, on information and

1 belief, a substantial number of events, obligations, and claims accrued or occurred in this  
2 county. DEFENDANT COWORX STAFFING SERVICES LLC is a registered limited  
3 liability company in Delaware without an office in California, according to the California  
4 Secretary of State's website. On information and belief, DEFENDANT MICHAEL  
5 EPSTEIN resides in New Jersey and owns and operates DEFENDANT COWORX  
6 STAFFING SERVICES LLC.

### 7 III. PARTIES

8 4. PLAINTIFF Lysette Galvez is and at all relevant times was a resident of Chula  
9 Vista, California. From in or about December, 2016 to June, 2019, PLAINTIFF Lysette  
10 Galvez was employed by DEFENDANTS and performed temporary staffing services at  
11 DEFENDANTS' client locations in and around San Diego, California.

12 5. At all relevant times, PLAINTIFF was a non-exempt employee of  
13 DEFENDANTS. Furthermore, PLAINTIFF is an "aggrieved employees" within the  
14 meaning of Labor Code § 2699(c) because she was employed by DEFENDANTS and  
15 suffered the Labor Code violations in common with former or current non-exempt  
16 employees of DEFENDANTS.

17 6. At all relevant times, DEFENDANT COWORX STAFFING SERVICES LLC  
18 was a Delaware limited liability company without an office in the State of California.  
19 DEFENDANTS were the employer of PLAINTIFF and other similarly situated current  
20 and former employees, as defined in the California Labor Code, Industrial Welfare  
21 Commission Wage Orders. DEFENDANTS provide temporary staffing services to  
22 customers in California.

23 7. At all relevant times, DEFENDANT MICHAEL EPSTEIN is a manager and  
24 member of DEFENDANT COWORX STAFFING SERVICES LLC who resides in New  
25 Jersey. DEFENDANT MICHAEL EPSTEIN was PLAINTIFF'S employer or a person  
26 acting on behalf of PLAINTIFF'S employer who violated or caused to be violated laws  
27 relating to minimum and agreed upon wages, overtime wages, hours and days of work,  
28 reimbursement of business related expenses, wage statements and payment of all wages

1 at the termination of employment under Labor Code § 558.1. PLAINTIFF is informed  
2 and believes and thereon alleges that DEFENDANTS authorized and/or ratified the  
3 conduct and statutory violations alleged herein.

4 8. The true names and capacities of the DEFENDANTS named as DOES 1 through  
5 10, inclusive, are presently unknown to PLAINTIFF. PLAINTIFF will amend this  
6 Complaint, setting forth the true names and capacities of these fictitious DEFENDANTS  
7 when they are ascertained. PLAINTIFF is informed and believes and thereon alleges that  
8 each DEFENDANT, directly or indirectly, or through agents or other persons, jointly  
9 employed PLAINTIFF, and exercised control over her working conditions, pay and  
10 discharge. PLAINTIFF is informed and believes and thereon alleges that, at all relevant  
11 times, each DEFENDANT was the principal, agent, partner, joint venturer, officer,  
12 director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in  
13 interest, alter ego, and/or predecessor in interest of some or all of the other  
14 DEFENDANTS, and was engaged with some or all of the other DEFENDANTS in a  
15 joint enterprise for profit, and bore such other relationships to some or all of the other  
16 DEFENDANTS so as to be liable for their conduct with respect to the matters alleged  
17 below. PLAINTIFF is informed and believes and thereon alleges that each  
18 DEFENDANT acted pursuant to and within the scope of the relationships alleged above,  
19 that each DEFENDANT knew or should have known about, and authorized, ratified,  
20 adopted, approved, controlled, and aided and abetted the conduct of all other  
21 DEFENDANTS.

#### 22 IV. CLASS ACTION ALLEGATIONS

23 9. PLAINTIFF brings claims on behalf of herself and all other similarly situated  
24 current and former non-exempt employees of DEFENDANTS who worked in California  
25 (collectively, the "Class") as a class action pursuant to Code of Civil Procedure § 382.  
26 PLAINTIFF seeks to represent the following classes and/or subclasses:

27 **Overtime Wage Class:** All non-exempt employees who, four years prior to the filing  
28 of this action to the present, worked over eight (8) hours in a workday or forty (40)

1 hours in a workweek and drove between two client or customer locations in a  
2 workday.

3 **Minimum Wage Class:** All non-exempt employees who, four years prior to the  
4 filing of this action to the present, were not paid when they drove between two client  
5 locations in a workday.

6 **Wage Statement Class:** All California employees who, from one year prior to the  
7 filing of this action to the present, are included in the Overtime Wage Class and/or  
8 Minimum Wage Class.

9 **Waiting Time Class:** All former non-exempt employees who, from February 1,  
10 2019 to the present, are in the Overtime Wage Class, the Minimum Wage Class  
11 and/or did not receive all wages due on the termination date or within 72 hours of  
12 resignation.

13 **Unreimbursed Expenses Class:** All employees who, four years prior to the filing of  
14 this action to the present, were not reimbursed mileage and automobile expenses  
15 associated with driving to client locations and/or cell phone and internet expenses  
16 despite using such devices or services for business purposes.

17 10. PLAINTIFF reserves the right under the Code of Civil Procedure and other  
18 applicable authority to amend or modify the class descriptions with greater specificity or  
19 further division into subclasses or limitation to particular issues.

20 11. PLAINTIFF'S claims are brought and may be maintained as a class action  
21 under Code of Civil Procedure § 382.

22 a. **Numerosity**. The Class members are so numerous that individual joinder of all  
23 of them as plaintiffs is impractical. While the exact number of Class members is  
24 unknown to PLAINTIFF at this time, PLAINTIFF is informed and believes and  
25 thereon allege that there are hundreds of members in each Class.

26 b. **Commonality**. There are questions of law or fact common to Class members.  
27 Indeed, common issues of fact and law predominate over individual issues. These  
28 common questions include, but are not limited to, the following:

1. Whether it was DEFENDANTS' practice or policy not to compensate Overtime Wage Class members and Minimum Wage Class members when they drove between two or more client locations in the same workday;
  2. Whether it was DEFENDANTS' practice or policy to provide itemized wage statements (and maintain them for 3 years) that do not include correct gross and net wages earned, the correct total hours worked, and the correct hours worked at each rate of pay for those employees who drove between two client locations in the same workday, among other things required by Labor Code § 226;
  3. Whether it was DEFENDANTS' policy or practice to fail to pay Waiting Time Class members all wages earned upon their discharge or within 72 hours of resignation as required by Labor Code §§ 201-203;
  4. Whether it was DEFENDANTS' practice or policy to not reimburse Unreimbursed Expenses Class members for auto expenses relating to miles driven between two client locations in the same workday and cell phone and/or internet expenses as required by Labor Code § 2802; and
  5. Whether DEFENDANTS engaged in unlawful and unfair wage and hour practices in violation of the California Labor Code, Business & Professions Code § 17200 and IWC Wage Orders.
- c. **Typicality.** PLAINTIFF is a member of each Class, and her claims are typical of the claims of the other Class members who PLAINTIFF seeks to represent. PLAINTIFF suffered the same kinds of injuries suffered by other Class members and seeks the same kind of relief sought by other Class members.
- d. **Adequate Representation.** PLAINTIFF will adequately and fairly protect the interests of the members of the Class. PLAINTIFF has no interests adverse to the interests of the absent Class members. PLAINTIFF is represented by legal counsel with substantial class action experience in civil litigation and employment law.

12. This case is brought and may be maintained as a class action under Code of Civil Procedure § 382. Questions of law or fact common to class members predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy. Class action treatment will allow a large number of similarly situated employees to prosecute their common claims in a single forum, simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would require. Further, the monetary amounts due to many individual members are likely to be relatively small, and the burden and expense of individual litigation would make it difficult or impossible for individual Class members to seek and obtain relief. A class action will serve an important public interest by permitting employees harmed by DEFENDANTS' unlawful practices to effectively pursue recovery of the sums owed to them.

#### V. FACTUAL ALLEGATIONS

13. PLAINTIFF and other Class members worked as temporary labor for DEFENDANTS' clients. They worked at the locations of DEFENDANTS' clients. On information and belief, PLAINTIFF and other Class members had to drive to multiple client locations on the same workday, but were not reimbursed for mileage expenses or paid for their time when drove between two or more client locations in a workday. DEFENDANTS also failed to otherwise reimburse PLAINTIFF and other Class members for all mileage and automobile expenses. This resulted in PLAINTIFF and other Class members suffering unreimbursed expenses and unpaid minimum wages, regular/agreed upon wages and overtime wages in violation of Labor Code §§ 2802, 510, 1194 and 1197.

14. On information and belief, DEFENDANTS did not reimburse PLAINTIFF and other Class members when they used their cell phones and/or internet to record their hours worked and communicate with DEFENDANTS regarding their jobs.

15. On information and belief, DEFENDANTS failed to provide accurate and

1 compliant wage statements to PLAINTIFF and other Class members in violation of Labor  
2 Code § 226. The wage statements did not contain the correct number of hours worked,  
3 the correct number of hours of work at each rate of pay, and the correct gross and net  
4 wages, among other things. For example, the gross and net wages earned, the number of  
5 hours worked and number of hours worked at each rate of pay were incorrect, as noted  
6 above, because DEFENDANTS did not pay PLAINTIFF and Class members for all time  
7 spent driving between two or more client locations in the same workday.

8 16. On information and belief, when PLAINTIFF and other Class members  
9 were discharged or resigned, DEFENDANTS did not timely pay them all wages due  
10 under Labor Code §§ 201-203 including, but not limited to, unpaid minimum wages,  
11 regular/agreed upon wages and/or overtime wages. On further information and belief,  
12 PLAINTIFF and other Class members were not paid weekly, in violation of Labor Code  
13 § 201.3. PLAINTIFF is informed and believes that DEFENDANTS settled another class  
14 action lawsuit for failing to timely pay final wages under Labor Code §§ 201-203 through  
15 January 31, 2019. Accordingly, PLAINTIFF only bring this action on behalf of those  
16 whose employment ended on or after February 1, 2019.

17 17. In May, 2019, PLAINTIFF by and through her counsel made a written  
18 request to obtain her wage statements and personnel file pursuant to Labor Code sections  
19 226 and 1198.5. DEFENDANTS did not produce any documents until late July, 2019.  
20 On information and belief, when documents were produced, DEFENDANTS did not  
21 produce all responsive documents.

22 18. Pursuant to Labor Code § 2699, any provision of the Labor Code that  
23 provides for a civil penalty to be assessed and collected by the Labor and Workforce  
24 Development Agency (“LWDA”) or any of its departments, divisions, commissions,  
25 boards, agencies or employees for violation of the code may, as an alternative, be  
26 recovered through a civil action brought by an aggrieved employee on behalf of himself  
27 or herself and other current or former California employees pursuant to the procedures  
28 specified in Labor Code § 2699.3.

19. PLAINTIFF is an “aggrieved employee” because she was employed by the alleged violators and had one or more of the alleged violations committed against her, and therefore is properly suited to represent the interests of other current and former non-exempt and exempt California employees of DEFENDANTS who had the same, similar or other violations committed against them (“PAGA Represented Employees”).

20. PLAINTIFF exhausted her administrative remedies and notice requirements by the online filing of a letter with the LWDA on or about September 5, 2019, which sets forth allegations contained herein including, but not limited to, violations of Labor Code §§ 201-204, 210, 225.5, 226, 226.3, 226.7, 510, 512, 558, 1174, 1175, 1194, 1197, 1197.1, 1198 and 2802. PLAINTIFF also paid the required \$75 filing fee to the LWDA on the same date pursuant to Labor Code § 2699.3(a)(1)(B). Further, the letter was served on DEFENDANTS via certified mail on the same date. The LWDA did not respond within the 65-day statutory period for the LWDA to respond under Labor Code § 2699.3(a)(2)(A). Thus, PLAINTIFF exhausted her administrative remedies and notice requirements under the Private Attorneys General Act and is authorized to pursue this representative action against DEFENDANTS pursuant to Labor Code § 2699.3.

## VI. CAUSES OF ACTION

### FIRST CAUSE OF ACTION FAILURE TO PAY OVERTIME WAGES (Violation of Labor Code §§ 510 and 1194)

(By PLAINTIFF, on behalf of herself and the Overtime Wage Class)

21. PLAINTIFF realleges and incorporates by reference the foregoing paragraphs as though fully set forth herein.

22. PLAINTIFF and the Overtime Wage Class members were “non-exempt” employees of DEFENDANTS who did not receive proper protections and benefits of the laws governing payment of overtime wages.

23. During the time of PLAINTIFF’S and the Overtime Wage Class members’ employment with DEFENDANTS, they were not exempt from receiving overtime

1 compensation and were entitled to receive overtime compensation under Labor Code §§  
 2 510, 1194 and 1198 and IWC Wage Orders for any and all work performed in excess of 8  
 3 hours per day, and/or for any and all work performed in excess of 40 hours per week.

4 24. On information and belief, DEFENDANTS knowingly and willfully failed  
 5 to pay PLAINTIFF and the Overtime Wage Class members all overtime compensation  
 6 owed to them, including: (a) 1.5 times their regular rate of pay for hours worked in excess  
 7 of 8 hours per day and 40 hours per week and during the first 8 hours worked on the  
 8 seventh day of a workweek; and/or (b) 2 times their regular rate of pay for all hours  
 9 worked in excess of 12 hours per day and for any work performed in excess of 8 hours on  
 10 any seventh day of a workweek. On information and belief, DEFENDANTS failed to  
 11 pay overtime wages for all such hours because DEFENDANTS did not pay wages when  
 12 employees drove between two client locations in the same workday.

13 25. On information and belief, as a direct result, PLAINTIFF and the Overtime  
 14 Wage Class members have suffered and continue to suffer, substantial losses related to  
 15 the use and enjoyment of such wages, lost interest on such wages and expenses and  
 16 attorney's fees in seeking to compel DEFENDANTS to fully perform their obligations  
 17 under the Labor Code, all to their respective damage in amounts according to proof at  
 18 trial. PLAINTIFF, on behalf of herself and the Overtime Wage Class members, seek to  
 19 recover in a civil action the unpaid balance of the full amount of the unpaid overtime  
 20 compensation, including interest thereon, reasonable attorney's fees, and costs of suit,  
 21 and other remedies provided under the Labor Code.

22 **SECOND CAUSE OF ACTION**  
 23 **FAILURE TO PAY MINIMUM AND REGULAR WAGES**  
 24 **(Violation of Labor Code §§ 1194, 1194.2 and 1197)**  
 25 **(By PLAINTIFF, on behalf of herself and the Minimum Wage Class)**

26 26. PLAINTIFF realleges and incorporates by reference the foregoing  
 27 paragraphs as though fully set forth herein.

28 27. Labor Code § 1194(a) states: "Notwithstanding any agreement to work for

1 a lesser wage, any employee receiving less than the legal minimum wage or the legal  
2 overtime compensation applicable to the employee is entitled to recover in a civil action  
3 the unpaid balance of the full amount of this minimum wage or overtime compensation,  
4 including interest thereon, reasonable attorney's fees, and costs of suit."

5 28. Labor Code § 1194.2 states: "In any action under Section 98, 1193.6, 1194,  
6 or 1197.1 to recover wages because of the payment of a wage less than the minimum  
7 wage fixed by an order of the commission or by statute, an employee shall be entitled to  
8 recover liquidated damages in an amount equal to the wages unlawfully unpaid and  
9 interest thereon." This provision also provides for liquidated damages equal to  
10 unlawfully unpaid minimum wages, with interest.

11 29. Labor Code § 1197 states: "The minimum wage for employees fixed by the  
12 commission is the minimum wage to be paid to employees, and the payment of a less  
13 wage than minimum wage so fixed is unlawful."

14 30. Pursuant to the applicable Wage Order, an employer may not pay  
15 employees less than the applicable minimum wage for all hours worked.

16 31. On information and belief, PLAINTIFF and Minimum Wage Class  
17 members were not paid the minimum wage or regular, agreed upon wages when they  
18 drove between two client locations in the same workday.

19 32. On information and belief, as a direct result, PLAINTIFF and the Minimum  
20 Wage Class members have suffered and continue to suffer, substantial losses related to  
21 the use and enjoyment of such wages, lost interest on such wages and expenses and  
22 attorney's fees in seeking to compel DEFENDANTS to fully perform their obligations  
23 under the Labor Code, all to their respective damage in amounts according to proof at  
24 trial. PLAINTIFF, on behalf of herself and the Minimum Wage Class members, seeks to  
25 recover in a civil action the unpaid balance of the full amount of the unpaid minimum  
26 wage and regular wage compensation and liquidated damages, including interest thereon,  
27 reasonable attorney's fees, and costs of suit, and other remedies provided under the Labor  
28 Code.

**THIRD CAUSE OF ACTION  
FAILURE TO PAY WAGES WITHIN REQUIRED TIME  
(Violations of Labor Code §§ 201, 202 and 203)**

**(By PLAINTIFF, on behalf of herself and the Waiting Time Class)**

33. PLAINTIFF realleges and incorporates by reference the foregoing paragraphs as though fully set forth herein.

34. Labor Code § 201 requires DEFENDANTS to immediately pay any wages, without abatement or reduction, to any employee who is discharged. Labor Code § 202 requires DEFENDANTS to pay all wages earned and unpaid, without abatement or reduction, no later than 72 hours of receiving an employee's notice of intent to quit or immediately at the time of quitting if the employee provided at least 72 hours' notice of intent to quit. Labor Code § 201.3 further provides that employees of a Temporary Services employer should pay their employees no less frequently than weekly.

35. For a willful violation of Labor Code §§ 201, 201.3 and/or 202, Labor Code § 203 causes the unpaid wages of the employee to continue as a penalty from the due date thereof at the same rate until paid, but the wages shall not continue for more than 30 days.

36. On information and belief, DEFENDANTS willfully did not provide PLAINTIFF and Waiting Time Class members, after their discharge or resignation, with all wages due and owing including, but not limited to, all minimum wages, regular/agreed upon wages, overtime wages and premium pay by the times specified by Labor Code § 201 or 202. On further information and belief, DEFENDANTS willfully did not pay PLAINTIFF and Waiting Time Class members weekly, as they were required under Labor Code § 201.3. Consequently, pursuant to Labor Code § 203, DEFENDANTS owe PLAINTIFF and Waiting Time Class members the above-described waiting time penalty, all in an amount to be shown according to proof at trial, which PLAINTIFF seeks on behalf of herself and the Waiting Time Class.

**FOURTH CAUSE OF ACTION  
FAILURE TO PROVIDE COMPLIANT ITEMIZED WAGE STATEMENTS  
(Violation of Labor Code § 226)**

**(By PLAINTIFF, on behalf of herself and the Wage Statement Class)**

37. PLAINTIFF realleges and incorporates the foregoing paragraphs as though fully set forth herein.

38. Labor Code § 226(a) requires that employers, including DEFENDANTS, to furnish employees with each wage payment an accurate, itemized writing that shows gross wages earned, total hours worked, all deductions, net wages earned, the inclusive dates of the period for which the employee is paid, the name and address of the legal entity that is the employer, the name of the employee and the portion of his or her social security number (or identification number) as required by law, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, among other things

39. On information and belief, DEFENDANTS knowingly and intentionally failed to provide PLAINTIFF and Wage Statement Class members with the above-described writing required by Labor Code § 226 through actions alleged herein including, but not limited to, a failure to provide correct total hours worked, correct gross and net wages earned, the correct number of hours worked at the correct hourly rates, and the correct hourly rates of pay, among other things. On information and belief, DEFENDANTS did not pay PLAINTIFF and Wage Statement Class members all wages due for driving between two or more client locations in the same workday, which made their wage statements inaccurate.

40. On information and belief, DEFENDANTS' failure to provide a proper writing deprived PLAINTIFF and Wage Statement Class members with the ability to know, understand and question the calculation and rate of pay and hours used to calculate the wages paid by DEFENDANTS. Indeed, a reasonable person could not determine from the wage statements alone the correct total hours worked, the correct hours worked

1 at each rate of pay or the correct gross and net wages earned, among other things.  
 2 PLAINTIFF and Wage Statement Class members, therefore, had no way to dispute the  
 3 resulting miscalculation of wages, all of which resulted in an unjustified economic  
 4 enrichment to DEFENDANTS. DEFENDANTS' failure to provide the proper writing  
 5 also required PLAINTIFF and Wage Statement Class members to spend and continue to  
 6 spend attorney's fees and costs to determine the wages owed to them. As a direct result,  
 7 PLAINTIFF and Wage Statement Class members suffered and continue to suffer,  
 8 substantial losses related to the use and enjoyment of such wages, lost interest on such  
 9 wages and expenses and attorney's fees and costs in seeking to gather information and  
 10 compel DEFENDANTS to fully perform their obligations under state law, all to their  
 11 respective damage in amounts according to proof at trial.

12 41. Labor Code § 226(e) requires DEFENDANT to pay the greater of all actual  
 13 damages or fifty dollars (\$50.00) for the initial pay period in which a violation occurred,  
 14 and one hundred dollars (\$100.00) per employee for each violation in subsequent pay  
 15 periods, plus attorney's fees and costs, to PLAINTIFF and Wage Statement Class  
 16 members who were injured by DEFENDANTS' failure to comply with Labor Code §  
 17 226(a), which PLAINTIFF seeks on behalf of herself and the Wage Statement Class. The  
 18 exact amount of the applicable penalty is all in an amount to be shown according to proof  
 19 at trial.

20 **FIFTH CAUSE OF ACTION**  
 21 **FAILURE TO REIMBURSE BUSINESS EXPENSES**  
 22 **(Violation of Labor Code § 2802)**

23 **(By PLAINTIFF, on behalf of herself and the Unreimbursed**  
 24 **Expenses Class)**

25 42. PLAINTIFF realleges and incorporates by reference the foregoing  
 26 paragraphs as though fully set forth herein.

27 43. Pursuant to California Labor Code Section 2802, an employer must  
 28 indemnify its employees "for all necessary expenditures or losses incurred by the

1 employee in direct consequence of the discharge of his or her duties . . . .”

2 44. On information and belief, PLAINTIFF and the Unreimbursed Expenses  
3 Class members made necessary expenditures and incurred losses as a direct consequence  
4 of the discharge of their duties and in obedience to the directions of DEFENDANTS  
5 including, but not limited to, mileage and automobile expenses, cell phone expenses and  
6 internet expenses.

7 45. On information and belief, DEFENDANTS knew they were incurring the  
8 expenses and were responsible for reimbursing PLAINTIFF and Unreimbursed Expenses  
9 Class members for their expenditures and losses as a direct consequence of the discharge  
10 of their duties, but failed to do so.

11 46. On information and belief, as a result of DEFENDANTS’ unlawful  
12 conduct, PLAINTIFF and Unreimbursed Expenses Class members have suffered  
13 damages in an amount within the limited jurisdiction of the Court. PLAINTIFF and the  
14 Unreimbursed Expenses Class are entitled to recover the full amount of the unpaid  
15 expenditures and losses, interest thereon, reasonable attorney’s fees and costs of suit.

16 **SIXTH CAUSE OF ACTION**  
17 **UNFAIR COMPETITION**  
18 **(Violation of Business and Professions Code § 17200)**

19 **(By PLAINTIFF, on behalf of herself and the Minimum Wage Class, Overtime**  
20 **Wage Class and Unreimbursed Expenses Class)**

21 47. PLAINTIFF realleges and incorporates by reference the foregoing  
22 paragraphs as though fully set forth herein.

23 48. California Business & Professions Code § 17200 et seq. prohibits acts of  
24 unfair competition, which includes any “unlawful, unfair or fraudulent business act or  
25 practice...” On information and belief, PLAINTIFF and the Minimum Wage Class,  
26 Overtime Wage Class and Unreimbursed Expenses Class members, as herein alleged,  
27 have suffered and continue to suffer injuries in fact, due to the unlawful, fraudulent and  
28 unfair business practices of DEFENDANTS.

49. As alleged herein, on information and belief, DEFENDANTS

1 systematically engaged in unlawful conduct such as wage and hour violations, failing to  
2 pay proper wages and monies for hours worked and failing to reimburse employees for  
3 necessary business-related expenses all in order to decrease its costs of doing business  
4 and increase profits.

5 50. On information and belief, at the time that PLAINTIFF and the Minimum  
6 Wage Class, Overtime Wage Class and Unreimbursed Expenses Class members were  
7 hired, DEFENDANTS knowingly, intentionally and illegally misrepresented to each of  
8 them conformance with the California Labor Code and/or IWC Wage Orders, including  
9 the payment all wages due and the reimbursement of the expenses.

10 51. On information and belief, from the time that PLAINTIFF and the  
11 Minimum Wage Class, Overtime Wage Class and Unreimbursed Expenses Class  
12 members were hired, DEFENDANTS failed to comply with the California Labor Code  
13 and IWC Wage Orders through their actions as herein alleged including, but not limited  
14 to its failure to: (1) failure to provide minimum wages, regular/agreed upon wages and  
15 overtime wages when they drove between two client locations in the same workday, and  
16 (2) provide reimbursement for all business related expenses.

17 52. At all times relevant, on information and belief, DEFENDANTS  
18 intentionally avoided paying to PLAINTIFF and the Minimum Wage Class, Overtime  
19 Wage Class and Unreimbursed Expenses Class members wages and monies and other  
20 financial obligations attached thereto, thereby creating for DEFENDANTS an artificially  
21 lower cost of doing business in order to undercut competitors and establish and/or gain a  
22 greater foothold in the marketplace, all to the detriment of PLAINTIFF and the Minimum  
23 Wage Class, Overtime Wage Class and Unreimbursed Expenses Class members.

24 53. On information and belief, at all times relevant herein PLAINTIFF and the  
25 Minimum Wage Class, Overtime Wage Class and Unreimbursed Expenses Class  
26 members relied on and believed DEFENDANTS' representations concerning its  
27 conformance with the California wage and hour laws, all to their detriment.

28 54. On information and belief, as a result of DEFENDANTS' intentional,

1 willful, purposeful, illegal and fraudulent misrepresentation of its conformance with the  
 2 Labor Code and IWC Wage Orders, PLAINTIFF and the Minimum Wage Class,  
 3 Overtime Wage Class and Unreimbursed Expenses Class members suffered a loss of  
 4 wages and monies, all in an amount to be shown according to proof at trial. By violating  
 5 the foregoing statutes and regulations as herein alleged, DEFENDANTS' acts constitute  
 6 unfair, fraudulent and unlawful business practices under Business and Professions Code §  
 7 17200 et seq.

8 55. As a result of the unfair, fraudulent and unlawful business practices of  
 9 DEFENDANTS alleged herein, PLAINTIFF and the Minimum Wage Class, Overtime  
 10 Wage Class and Unreimbursed Expenses Class members are entitled to declaratory relief,  
 11 injunctive relief, disgorgement, and restitution in an amount according to proof. As  
 12 private attorneys general under California Civil Code § 1021.5, PLAINTIFF, on behalf of  
 13 herself and the Minimum Wage Class, Overtime Wage Class and Unreimbursed  
 14 Expenses Class members seek to recover any and all attorney's fees incurred herein.

15 **SEVENTH CAUSE OF ACTION**  
 16 **FAILURE TO PRODUCE PERSONNEL FILE AND WAGE STATEMENTS**  
 (Violation of Labor Code §§ 226(b) & (c) and 1198.5)

17 (By PLAINTIFF, On Behalf of Herself)

18 56. PLAINTIFF realleges and incorporates by reference the foregoing  
 19 paragraphs as though fully set forth herein.

20 57. Labor Code § 226(b) provides an employer shall afford current and former  
 21 employees the right to inspect or copy records pertaining to their employment, upon  
 22 reasonable request to the employer. Labor Code § 226(c) provides that an employer who  
 23 receives a written or oral request to inspect or copy records pertaining to a current or  
 24 former employee shall comply with the request as soon as practicable, but no later than  
 25 21 calendar days from the date of the request. If an employer fails to permit a current or  
 26 former employee to inspect or copy records within 21 days of the request, the current or  
 27 former employee is entitled to a \$750 penalty, injunctive relief and an award of costs and  
 28 reasonable attorney's fees under Labor Code § 226(f) & (g). Labor Code § 1198.5

1 provides that current and former employees, through their representatives or otherwise,  
 2 have the right to inspect and receive a copy of their personnel files within 30 calendar  
 3 days of making a written request. If an employer fails to permit the inspection of the  
 4 personnel file within 30 calendar days of the request, the current or former employee may  
 5 recover a penalty of \$750 and seek to compel the employer to produce the records, along  
 6 with costs and reasonable attorney's fees under Labor Code § 1198.5(k) & (l), which  
 7 PLAINTIFF seeks.

8 58. In May, 2019, by and through her attorneys, PLAINTIFF made a written  
 9 request for their personnel file, wage statements and documents signed by PLAINTIFF  
 10 relating to the obtaining or holding employment, and other records relating to  
 11 PLAINTIFF'S employment. DEFENDANTS failed to produce all requested documents  
 12 within 30 days of the written request in violation of Labor Code §§ 226, 432 and 1198.5.  
 13 While some documents were produced in late July, 2019, on information and belief,  
 14 DEFENDANTS still have not produced all responsive documents as of the filing of this  
 15 action and should be compelled to do so.

16 59. As a result, PLAINTIFF is entitled to and each seeks \$750 in penalties  
 17 under both Labor Code §§ 226 and 1198.5, injunctive relief and reasonable attorney's  
 18 fees and costs.

19 **EIGHTH CAUSE OF ACTION**  
 20 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**  
 (Violations of Labor Code §§ 510, 558, 1194 and 2699 et seq.)

21 (By PLAINTIFF on behalf herself and PAGA Represented Employees)

22 60. PLAINTIFF realleges and incorporates by reference the foregoing  
 23 paragraphs as though fully set forth herein.

24 61. During the time of PLAINTIFF'S employment and DEFENDANTS' other  
 25 non-exempt employees, they were entitled to receive overtime compensation under Labor  
 26 Code §§ 510, 558 and 1194 for any and all work performed in excess of 8 hours per day,  
 27 and/or for any and all work performed in excess of 40 hours per week.

28 62. On information and belief, DEFENDANTS knowingly and willfully failed

1 to pay PLAINTIFF and other non-exempt employees all overtime compensation owed to  
 2 them, including: (a) 1.5 times their regular rate of pay for hours worked in excess of 8  
 3 hours per day and 40 hours per week and during the first 8 hours worked on the seventh  
 4 day of a workweek; and (b) 2 times their regular rate of pay for all hours worked in  
 5 excess of 12 hours per day and for any work performed in excess of 8 hours on any  
 6 seventh day of a workweek. On information and belief, DEFENDANTS failed to pay  
 7 overtime wages for all such hours because DEFENDANTS did not pay wages when  
 8 employees drove between two client locations in the same workday.

9 63. PLAINTIFF seeks civil penalties for DEFENDANTS' violations of Labor  
 10 Code §§ 510, 558, 1194 and/or 2699, along with attorney's fees and costs.

11 **NINTH CAUSE OF ACTION**  
 12 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**  
 (Violations of Labor Code §§ 1194, 1197 and 2699 et seq.)

13 (By PLAINTIFF on behalf of herself and PAGA Represented Employees)

14 64. PLAINTIFF realleges and incorporates by reference the foregoing  
 15 paragraphs as though fully set forth herein.

16 65. Labor Code § 1194(a) states: "Notwithstanding any agreement to work for  
 17 a lesser wage, any employee receiving less than the legal minimum wage or the legal  
 18 overtime compensation applicable to the employee is entitled to recover in a civil action  
 19 the unpaid balance of the full amount of this minimum wage or overtime compensation,  
 20 including interest thereon, reasonable attorney's fees, and costs of suit."

21 66. Labor Code § 1197 states: "The minimum wage for employees fixed by the  
 22 commission is the minimum wage to be paid to employees, and the payment of a less  
 23 wage than minimum wage so fixed is unlawful."

24 67. On information and belief, PLAINTIFF and other former and current non-  
 25 exempt employees of DEFENDANTS were not paid the minimum wage or regular,  
 26 agreed upon wages when they drove between two client locations in the same workday.

27 68. PLAINTIFF seeks civil penalties for DEFENDANTS' violations of Labor  
 28 Code §§ 1194, 1197 and/or 2699, along with attorney's fees and costs.

**TENTH CAUSE OF ACTION**  
**VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**  
(Violations of Labor Code §§ 201-203 and 2699 et seq.)

(By PLAINTIFF on behalf of herself and PAGA Represented Employees)

69. PLAINTIFF realleges and incorporates by this reference the foregoing paragraphs as though fully set forth herein.

70. Labor Code § 201 requires DEFENDANTS to immediately pay any wages, without abatement or reduction, to any employee who is discharged. Labor Code § 202 requires DEFENDANTS to pay all wages earned and unpaid, without abatement or reduction, no later than 72 hours of receiving an employee's notice of intent to quit or immediately at the time of quitting if the employee provided at least 72 hours' notice of intent to quit. Labor Code § 201.3 further provides that employees of a Temporary Services employer should pay their employees no less frequently than weekly.

71. On information and belief, DEFENDANTS willfully did not provide PLAINTIFF and DEFENDANTS' other former employees who resigned or were discharged after February 1, 2109, after their discharge or resignation, with all wages due and owing including, but not limited to, all minimum wages, regular/agreed upon wages and overtime wages by the times specified by Labor Code § 201 or 202. On further information and belief, DEFENDANTS willfully did not pay PLAINTIFF and other former and current employees with all wages on at least as weekly basis, as they were required under Labor Code § 201.3.

72. PLAINTIFF seeks civil penalties for DEFENDANTS' violations of Labor Code §§ 201-203 and/or 2699, along with attorney's fees and costs.

**ELEVENTH CAUSE OF ACTION**  
**VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**  
(Violations of Labor Code §§ 226, 226.3 and 2699 et seq.)

(By PLAINTIFF on behalf of herself and PAGA Represented Employees)

73. PLAINTIFF realleges and incorporates the foregoing paragraphs as though fully set forth herein.

74. Labor Code § 226(a) requires that employers, including DEFENDANTS, to

furnish employees with each wage payment an accurate, itemized writing that shows gross wages earned, total hours worked, all deductions, net wages earned, the inclusive dates of the period for which the employee is paid, the name and address of the legal entity that is the employer, the name of the employee and the portion of his or her social security number (or identification number) as required by law, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, among other things.

75. On information and belief, DEFENDANTS knowingly and intentionally failed to provide PLAINTIFF and other current and former employees with the above-described writing required by Labor Code § 226 through actions alleged herein including, but not limited to, a failure to provide correct total hours worked, correct gross and net wages earned, the correct number of hours worked at the correct hourly rates, and the correct hourly rates of pay, among other things. On information and belief, DEFENDANTS did not pay PLAINTIFF and other employees all wages due for driving between two or more client locations in the same workday, which made their wage statements inaccurate.

76. PLAINTIFF seeks civil penalties for DEFENDANTS' violations of Labor Code §§ 226, 226.3 and/or 2699, along with attorney's fees and costs.

**TWELTH CAUSE OF ACTION**  
**VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**  
(Violations of Labor Code §§ 2802 and 2699 et seq.)

(By PLAINTIFF on behalf of herself and PAGA Represented Employees)

77. PLAINTIFF realleges and incorporates the foregoing paragraphs as though fully set forth herein.

78. Pursuant to California Labor Code Section 2802, an employer must indemnify its employees "for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties . . . ."

79. On information and belief, PLAINTIFF and the Unreimbursed Expenses Class members made necessary expenditures and incurred losses as a direct consequence

1 of the discharge of their duties and in obedience to the directions of DEFENDANTS  
2 including, but not limited to, mileage and automobile expenses, cell phone expenses and  
3 internet expenses.

4 80. On information and belief, DEFENDANTS knew they were incurring the  
5 expenses and were responsible for reimbursing PLAINTIFF and Unreimbursed Expenses  
6 Class members for their expenditures and losses as a direct consequence of the discharge  
7 of their duties, but failed to do so.

8 81. PLAINTIFF seeks civil penalties for DEFENDANTS' violations of Labor  
9 Code §§ 2802 and/or 2699, along with attorney's fees and costs.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, PLAINTIFF, on behalf of herself and similarly situated current  
12 and former employees of DEFENDANTS, including the Minimum Wage Class,  
13 Overtime Wage Class, Unreimbursed Expenses Class, Waiting Time Class and Wage  
14 Statement Class members, pray for judgment and relief against DEFENDANTS as  
15 follows:

16 a. An order certifying that PLAINTIFF may pursue her claims against  
17 DEFENDANTS as a class action on behalf of the Minimum Wage Class, Overtime Wage  
18 Class, Unreimbursed Expenses Class, Waiting Time Class and Wage Statement Class  
19 members under Code of Civil Procedure 382;

20 b. An order appointing PLAINTIFF as Class representative and  
21 appointing PLAINTIFF'S counsel as Class Counsel;

22 c. For general damages and special damages including, but not limited  
23 to, unpaid minimum wages, agreed upon wages, overtime wages, and unreimbursed  
24 expenses;

25 d. For reasonable attorney fees, cost of suit, and interest to the extent  
26 permitted by law, including pursuant to Civil Code § 1021.5 and Labor Code;


- 1 e. For liquidated damages pursuant to the Labor Code;
- 2 f. Statutory penalties under Labor Code sections 226 and 203 and other
- 3 applicable Labor Code provisions;
- 4 g. For restitution, injunctive relief, declaratory relief and other relief
- 5 provided by Business and Professions Code § 17200 et seq., including a declaratory
- 6 judgment that DEFENDANTS violated Labor Code §§ 510, 1194, 1197 and other
- 7 provisions of the Labor Code and/or Orders of the Industrial Welfare Commission, and a
- 8 permanent injunction prohibiting DEFENDANTS from future violations of the same
- 9 laws;
- 10 h. For an order requiring DEFENDANTS to restore and disgorge all
- 11 funds to PLAINTIFF and Class members acquired by means of any act or practice
- 12 declared by this Court to be unlawful, unfair or fraudulent and, therefore, constituting
- 13 unfair competition under Business and Professions Code § 17200 et seq.;
- 14 i. For an accounting to determine all money wrongfully obtained and
- 15 held by DEFENDANTS;
- 16 j. Penalties and injunctive relief under Labor Code §§ 226(f)&(g) and
- 17 1198.5(k);
- 18 k. For pre- and post-judgment interest,
- 19 l. PAGA civil penalties pursuant to Labor Code §§ 201-203, 226,
- 20 226.3, 510, 558, 1194, 1197, 2802 and 2699; and
- 21 m. For such other relief as the Court deems just and proper.

22

23 DATE: NOVEMBER 11, 2019

WOODALL LAW OFFICES

24

25 BY: 

26 KEVIN F. WOODALL

27 ATTORNEYS FOR PLAINTIFF, LYSETTE

28 GALVEZ AND SIMILARLY SITUATED

FORMER AND CURRENT EMPLOYEES OF

DEFENDANTS

**PROOF OF SERVICE**

I, Kevin Woodall, am a resident of the State of California and over the age of 18, and not a party to the within action; my business address is 100 Pine Street, Suite 1250, San Francisco, CA 94111.

**ON DECEMBER 17, 2019, I SERVED THE DOCUMENT(S) DESCRIBED AS:**

**FIRST AMENDED CLASS ACTION COMPLAINT AND PAGA REPRESENTATIVE ACTION**

on the following interested parties at the following address:

Sean M. Kim  
Patricia Matias  
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.  
Park Tower, 695 Town Center Drive, Fifteenth Floor  
Costa Mesa, CA 92626  
[sean.kim@ogletree.com](mailto:sean.kim@ogletree.com)  
[patricia.Matias@ogletreedeakins.com](mailto:patricia.Matias@ogletreedeakins.com)

Attorneys for CoWorx Staffing Services

☒ (BY MAIL) I served the foregoing document(s) by U.S. mail. I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence was deposited with the United States Postal Service this same day in the ordinary course of business at Corte Madera, California.

☐ (BY FACSIMILE) I transmitted via facsimile, the document(s) listed above to the fax number(s) set forth above on this date from Corte Madera, California. The transmitting facsimile machine telephone number is (415) 413-4629.

☐ (BY FEDEX GROUND) I served the foregoing document(s) by placing it in a sealed envelope or container provided by Federal Express, affixing a pre-paid air bill for ground delivery, and causing the envelope or container to be delivered to a Federal Express agent or depositing it in a box or other facility regularly maintained by Federal Express.

☐ (BY PERSONAL DELIVERY) I hired a vendor to personally deliver the foregoing document(s) to the addresses listed above.

☐ (BY EMAIL and E-SERVICE) I served the foregoing documents by sending them via email to Defendant's counsel listed above. In addition, File and Serve Express electronically served the documents described above on the recipients designated on the Transaction Receipt (Defendant's counsel listed above) located on the File and Serve Express website ([www.fileandserveexpress.com](http://www.fileandserveexpress.com)) pursuant to the Court's Local Rules authorizing electronic service of the documents.

Executed this December 17, 2019 at Corte Madera, California.

I declare under penalty of perjury under the laws of the State of California and the United States that the above is true and correct.

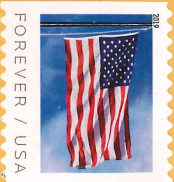


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KEVIN F. WOODALL

Woodall Law Offices  
500 Pine Street, Suite 1250  
San Francisco, CA 94111

Sean M. Kim  
Patricia Matias  
Ogletree, Deakins, Nash, Smoak & Stewart,  
P.C.  
Park Tower, 695 Town Center Drive  
Fifteenth Floor  
Costa Mesa, CA 92626



Tuesday Dec 17 2019

# EXHIBIT C

Patricia A. Matias, CA Bar No. 254125  
patricia.matias@ogletree.com  
Sean M. Kim, CA Bar No. 271901  
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Attorneys for Defendant  
CoWorx Staffing Services LLC

ELECTRONICALLY  
**FILED**

Superior Court of California,  
County of San Francisco

**02/10/2020**  
**Clerk of the Court**  
BY: ERNALYN BURA  
Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN FRANCISCO**

**UNLIMITED JURISDICTION**

LYSETTE GALVEZ, individually and on behalf  
of those similarly situated,

Plaintiffs,

vs.

COWORX STAFFING SERVICES LLC, a  
Delaware Corporation; MICHAEL EPSTEIN, an  
individual; and DOES 1 through 10, inclusive,

Defendants.

Case No. CGC-19-578983

**DEFENDANT COWORX STAFFING  
SERVICES LLC'S ANSWER TO FIRST  
AMENDED CLASS ACTION COMPLAINT  
AND PAGA REPRESENTATIVE ACTION  
OF PLAINTIFF LYSETTE GALVEZ**

[Assigned for all purposes to The Honorable  
Garrett L. Wong, Dept. 610]

Action Filed: September 4, 2019  
Trial Date: None Set

Defendant Coworx Staffing Services, LLC ("Defendant") hereby answers Plaintiff Lysette Galvez's ("Plaintiff") First Amended Class Action Complaint and PAGA Representative Action ("Complaint") as follows:

**GENERAL AND SPECIFIC DENIALS**

Pursuant to the provisions of California *Code of Civil Procedure* section 431.30(d), Defendant denies, generally and specifically, each and every allegation contained in the Complaint filed herein by Plaintiff. Defendant denies, generally and specifically, that Plaintiff has been damaged in any sum, or at all, by reason of any act or omission on the part of Defendant, or by any

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1 act or omission by any agent or employee of Defendant. Defendant further denies, generally and  
2 specifically, that Plaintiff is entitled to any relief whatsoever.

3 Additionally, Defendant asserts the following affirmative defenses and prays for judgment as  
4 set forth below:

5 **AFFIRMATIVE DEFENSES**

6 Without waiving the foregoing, Defendant asserts the following separate and distinct  
7 affirmative defenses to Plaintiff's Complaint and each cause of action therein and prays for judgment  
8 as set forth below.

9 Defendant also hereby gives notice that it intends to rely upon such other and further  
10 affirmative defenses as may become available during investigation and discovery in this action.  
11 Defendant reserves the right to amend this Answer to assert any such defenses based on such  
12 investigation and discovery.

13 **FIRST AFFIRMATIVE DEFENSE**

14 **(Failure to State a Cause of Action)**

15 1. As a separate and affirmative defense to the Complaint and to each purported cause  
16 of action alleged therein by Plaintiff and the alleged putative class members, Defendant alleges that  
17 the claims brought by Plaintiff and/or members of the putative class are barred, in whole or in part,  
18 because Plaintiff fails to state facts sufficient to support a claim or theory of relief upon which relief  
19 may be granted against Defendants.

20 **SECOND AFFIRMATIVE DEFENSE**

21 **(Uncertainty of the Pleading)**

22 2. As a separate and affirmative defense to the Complaint and to each purported cause  
23 of action alleged therein by Plaintiff and the alleged putative class members, Defendant alleges that  
24 the claims brought by Plaintiff and/or members of the putative class are barred, in whole or in part,  
25 because Plaintiff fails to plead material allegations with requisite certainty.

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**THIRD AFFIRMATIVE DEFENSE**

**(Statute of Limitations)**

3. As a separate and affirmative defense to the Complaint and to each purported cause of action alleged therein by Plaintiff and the alleged putative class members, Defendant alleges that the claims brought by Plaintiff and/or members of the putative class are barred, in whole or in part, by one or more of the applicable statutes of limitations, including, but not limited to: California Labor Code §§ 201, 202, 203, 226, California Business and Professions Code § 17208, and California Code of Civil Procedure §§ 338, subdivision (a) and 340.

**FOURTH AFFIRMATIVE DEFENSE**

**(Lack of Standing – Class Action)**

4. As a separate and affirmative defense to the Complaint and to each purported cause of action alleged therein by Plaintiff on behalf of alleged putative class members, Defendant alleges that Plaintiff lacks standing and cannot represent the interests of the other alleged putative class members as to some or all of the purported claims.

**FIFTH AFFIRMATIVE DEFENSE**

**(Consent)**

5. As a separate and affirmative defense to the Complaint and to each purported cause of action alleged therein by Plaintiff and the alleged putative class members, Defendant alleges that the claims brought by Plaintiff and/or alleged putative class members are barred, in whole or in part, by the doctrine of consent.

**SIXTH AFFIRMATIVE DEFENSE**

**(Failure to Mitigate Damages)**

6. As a separate and affirmative defense to the Complaint and to each purported cause of action alleged therein by Plaintiff and the alleged putative class members, Defendant alleges that Plaintiff and/or the alleged putative class members are barred from recovery on their monetary claims, in whole or in part, by their failure to exercise diligence to mitigate any damages allegedly incurred, if any.

**SEVENTH AFFIRMATIVE DEFENSE**

**(Laches)**

7. As a separate and affirmative defense to the Complaint and to each purported cause of action alleged therein by Plaintiff and the alleged putative class members, Defendant alleges that the claims brought by Plaintiff and/or the alleged putative class members are barred, in whole or in part, by the doctrine of laches.

**EIGHTH AFFIRMATIVE DEFENSE**

**(Waiver)**

8. As a separate and affirmative defense to the Complaint and to each purported cause of action alleged therein by Plaintiff and the alleged putative class members, Defendant alleges that the claims brought by Plaintiff and/or the alleged putative class members are barred, in whole or in part, because such claims have been waived, discharged, and/or abandoned.

**NINTH AFFIRMATIVE DEFENSE**

**(Res Judicata and Estoppel)**

9. As a separate and affirmative defense to the Complaint and to each purported cause of action alleged therein by Plaintiff and the alleged putative class members, Defendant alleges that the claims brought by Plaintiff and/or the alleged putative class members are barred, in whole or in part, by the doctrines of res judicata, collateral estoppel, and/or judicial estoppel.

**TENTH AFFIRMATIVE DEFENSE**

**(Unclean Hands)**

10. As a separate and affirmative defense to the Complaint and to each purported cause of action alleged therein by Plaintiff and the alleged putative class members, Defendant alleges that the claims brought by Plaintiff and/or the alleged putative class members are barred, in whole or in part, by their own unclean hands and/or their inequitable or wrongful conduct.

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**ELEVENTH AFFIRMATIVE DEFENSE**

**(Lack of Subject Matter Jurisdiction/Failure to Exhaust Administrative Remedies)**

11. As a separate and affirmative defense to the Complaint and to each purported cause of action alleged therein by Plaintiff and the alleged putative class members, Defendant alleges that the claims brought by Plaintiff and/or the alleged putative class members are barred to the extent that they failed to timely and/or properly exhaust their administrative remedies, including as required pursuant to California Labor Code section 2699.3.

**TWELFTH AFFIRMATIVE DEFENSE**

**(Due Process / Class Certification)**

12. As a separate and affirmative defense to the Complaint and to each purported cause of action alleged therein by Plaintiff and the alleged putative class members, Defendant alleges that certification of a class action would be an unconstitutional denial of Defendant's rights to due process under the Fourteenth Amendment to the United States Constitution and the California Constitution.

**THIRTEENTH AFFIRMATIVE DEFENSE**

**(Adequate Remedy at Law)**

13. As a separate and affirmative defense to the claims of Plaintiff and putative members of the purported class action brought pursuant to California Business and Professions Code § 17200, et seq., and California Business and Professions Code § 17500, those claims are barred in light of the fact that Plaintiff and the putative class members have an adequate remedy at law.

**FOURTEENTH AFFIRMATIVE DEFENSE**

**(Due Process – Cal. Bus. & Prof. Code § 17200, et seq.)**

14. As a separate and affirmative defense to Plaintiff's cause of action for alleged violation of California Business and Professions Code § 17200, et seq., Defendant alleges that the claims are not appropriate for resolution on a representative basis and allowing such a representative claim would violate the Due Process clause of the United States and California Constitutions.

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**FIFTEENTH AFFIRMATIVE DEFENSE**

**(Due Process – Cal. Bus. & Prof. Code § 17200, *et seq.*)**

15. As a separate and affirmative defense to Plaintiff's cause of action for alleged violation of California Business and Professions Code § 17200, *et seq.*, Defendant alleges that the claims brought by Plaintiff and putative members of the purported class action are barred, in whole or in part, because Defendant's business practices are not and were not unlawful in that Defendant complied with all applicable statutes and regulations and/or in conformity with industry standards.

**SIXTEENTH AFFIRMATIVE DEFENSE**

**(Doctrine of Avoidable Consequences)**

16. As a separate and affirmative defense to the Complaint and to each purported cause of action alleged therein by Plaintiff and the alleged putative class members, Defendant alleges that the claims brought by Plaintiff and/or the alleged putative class members are barred, in whole or in part, under California law by the doctrine of avoidable consequences on the grounds that they unreasonably failed to make use of Defendant's practices and/or procedures by failing to timely and properly report any purportedly unlawful actions and/or omissions alleged in the Complaint.

**SEVENTEENTH AFFIRMATIVE DEFENSE**

**(Setoff and Recoupment)**

17. As a separate and affirmative defense to the Complaint and to each purported cause of action alleged therein by Plaintiff and the alleged putative class members, Defendant alleges that, if any damages have been sustained by Plaintiff and/or any alleged class action member she purports to represent, although such is specifically denied, Defendant is entitled under the equitable doctrine of setoff and recoupment to offset all extra payments or overpayments and/or all obligations of Plaintiff or alleged class action members owed to Defendant, against any judgment that may be entered against Defendant.

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**EIGHTEENTH AFFIRMATIVE DEFENSE**

**(Accord and Satisfaction)**

18. As a separate and affirmative defense to the Complaint, Defendant alleges that the claims of Plaintiff and/or some of the putative members of the purported class action defined in the Complaint are barred, in whole or in part, by the principles of accord and satisfaction, and payment.

**NINETEENTH AFFIRMATIVE DEFENSE**

**(No Knowing, Intentional, and/or Willful Conduct)**

19. As a separate and affirmative defense to the Complaint and to each purported cause of action alleged therein by Plaintiff and the alleged putative class members, Defendant alleges that Plaintiff and the alleged putative class members are not entitled to any penalty award under any section of the California Labor Code because at all relevant times, Defendant did not willfully, knowingly, and/or intentionally fail to comply with the compensation provisions of the California Labor Code, but rather acted in good faith and had reasonable grounds for believing that it did not violate those provisions.

**TWENTIETH AFFIRMATIVE DEFENSE**

**(Good Faith Dispute That Wages Are Due)**

20. As a separate and affirmative defense to the purported cause of action alleged in the Complaint by Plaintiff and the alleged putative class members pursuant to California Labor Code § 203, Defendant alleges that Plaintiff and the alleged putative class members are not entitled to any penalties under California Labor Code § 203 because at all relevant times, there has been a good faith dispute that any wages are or have been due, thereby precluding the imposition of any waiting time penalties against Defendant.

**TWENTY-FIRST AFFIRMATIVE DEFENSE**

**(No Intentional Failure)**

21. As a separate and affirmative defense to the purported cause of action alleged in the Complaint by Plaintiff and the alleged putative class members pursuant to California Labor Code § 226, Defendant alleges that even assuming arguendo Plaintiff and/or the putative class members were not provided with a proper itemized statement of wages and deductions, Plaintiff and the putative

1 class members are not entitled to recover damages or penalties because Defendant's alleged failure  
2 to comply with California Labor Code § 226(a) was not a "knowing and intentional failure" under  
3 California Labor Code § 226(e).

4 **TWENTY-SECOND AFFIRMATIVE DEFENSE**

5 **(Comparative Fault)**

6 22. As a separate and affirmative defense to the Complaint and to each purported cause  
7 of action alleged therein by Plaintiff and the alleged putative class members, Defendant alleges that  
8 all or part of the damages alleged in the Complaint were caused by the acts and/or omissions of other  
9 persons or entities (including without limitation, acts and/or omissions of Plaintiff, or members of  
10 the putative class) for whose conduct Defendant is not legally responsible. Therefore, if Plaintiff, or  
11 any others similarly situated, is found to be entitled to recover any damages, Defendant's share  
12 thereof must be apportioned or reduced to the extent that such damages are attributable to the acts  
13 and/or omissions of persons or entities (including without limitation, Plaintiff and/or others similarly  
14 situated) other than Defendant.

15 **TWENTY-THIRD AFFIRMATIVE DEFENSE**

16 **(Exemption/Exclusion)**

17 23. As a separate and affirmative defense to the Complaint and to each purported cause  
18 of action alleged therein by Plaintiff and the alleged putative class members, Defendant alleges that  
19 Plaintiff's Complaint and/or each cause of action are barred on the grounds and/or to the extent that  
20 Plaintiff and/or the putative class members were or are exempt or excluded from applicable wage  
21 and hour laws, including any applicable Wage Orders.

22 **TWENTY-FOURTH AFFIRMATIVE DEFENSE**

23 **(Excessive Fine)**

24 24. As a separate and affirmative defense to the Complaint and to each purported cause  
25 of action alleged therein by Plaintiff and the alleged putative class members, Defendant alleges that  
26 under the circumstances of this case would constitute an excessive fine and otherwise would be in  
27 violation of Defendant's due process and other rights under the United States and California  
28 Constitutions.

**TWENTY-FIFTH AFFIRMATIVE DEFENSE**

**(Release)**

25. As a separate and affirmative defense to the Complaint and to each purported cause of action alleged therein by Plaintiff and the alleged putative class members, Defendant alleges that the causes of action stated in the Complaint are barred, in whole or in part, to the extent that individuals who Plaintiff wishes to represent as putative class members may have released some or all of the claims against Defendant, or any of them, that are being asserted in the Complaint.

**TWENTY-SIXTH AFFIRMATIVE DEFENSE**

**(Cannot Satisfy Class Action Requirements)**

26. As a separate and affirmative defense to the Complaint and to each purported cause of action alleged therein by Plaintiff and the alleged putative class members, Defendant alleges that Plaintiff and/or putative members of the purported class action cannot satisfy the requirements for a class, group, representative, and/or collective action.

**TWENTY-SEVENTH AFFIRMATIVE DEFENSE**

**(Expenses Not Reasonable and Necessary)**

27. As a separate and affirmative defense to the Complaint and to each purported cause of action alleged therein by Plaintiff and the alleged putative class members of the purported class action, Defendant alleges that the Complaint fails to properly state a claim for expense reimbursement under California Labor Code § 2802 because any alleged expenditures or losses were not necessary and/or were not the direct consequence of the discharge of Plaintiff's duties.

**TWENTY-EIGHTH AFFIRMATIVE DEFENSE**

**(De Minimis)**

28. As a separate and affirmative defense to the Complaint and to each purported cause of action alleged therein by Plaintiff and the putative class members of the purported class action, Defendant alleges that, to the extent that Plaintiff and/or any putative member of the purported class was harmed in any way (which Defendant specifically denies), the damages of Plaintiff and/or any putative member of the purported class are de minimis and, thus, not legally cognizable or not capable of determination.

**TWENTY-NINTH AFFIRMATIVE DEFENSE**

**(Manageability)**

29. As a separate and affirmative defense to the Complaint and to each purported PAGA claim alleged therein by Plaintiff and the purported “aggrieved employees”, Defendant alleges that Plaintiff’s claims for PAGA penalties are barred because Plaintiff’s PAGA claims are not manageable, or would otherwise fail to satisfy the standards applicable to representative PAGA claims.

**THIRTIETH AFFIRMATIVE DEFENSE**

**(Additional Affirmative Defenses)**

30. As a separate and affirmative defense to the Complaint and to each purported cause of action alleged therein by Plaintiff and the alleged putative class members, Defendant alleges that it currently has insufficient information upon which to form a belief as to whether it may have additional, as yet unstated, defenses. Defendant reserves the right to assert additional defenses in the event discovery indicates additional defenses are appropriate.

///

///

///

**PRAYER**

WHEREFORE, Defendant prays for judgment as follows:

1. That the Court deny any request(s) by Plaintiff and/or the alleged putative class members to certify this action as a class and/or representative action;
2. That Plaintiff and the alleged putative class members take nothing by the Complaint;
3. That the Complaint herein be dismissed in its entirety, with prejudice;
4. That judgment be entered against Plaintiff and in favor of Defendant on all causes of action asserted in the Complaint;
5. That Defendant be awarded its attorneys' fees incurred herein;
6. That Defendant be awarded its costs of suit herein; and,
7. For such other and further relief as the Court deems just and proper.

DATED: February 10, 2020

OGLETREE, DEAKINS, NASH, SMOAK &  
STEWART, P.C.

By: 

Patricia A. Matias  
Sean M. Kim

Attorneys for Defendant CoWorx Staffing  
Services LLC

**PROOF OF SERVICE**

*Lysette Galvez v. CoWorx Staffing Services LLC, et al.*  
Case No. CGC-19-578983

I am and was at all times herein mentioned over the age of 18 years and not a party to the action in which this service is made. At all times herein mentioned I have been employed in the County of Orange in the office of a member of the bar of this court at whose direction the service was made. My business address is Park Tower, Fifteenth Floor, 695 Town Center Drive, Costa Mesa, CA 92626.

On February 10, 2020, I served the following document(s):

(1) DEFENDANT COWORX STAFFING SERVICES LLC'S ANSWER TO FIRST AMENDED CLASS ACTION COMPLAINT AND PAGA REPRESENTATIVE ACTION OF PLAINTIFF LYSETTE GALVEZ; and

(2) CIVIL CASE COVER SHEET

by placing ☐ (the original) ☒ (a true copy thereof) in a sealed envelope addressed as stated on the attached service list.

☒ **BY MAIL:** I placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with the practice of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.'s practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

☐ **BY OVERNIGHT DELIVERY:** I placed the sealed envelope(s) or package(s) designated by the express service carrier for collection and overnight delivery by following the ordinary business practices of Ogletree, Deakins, Nash, Smoak & Stewart P.C., Costa Mesa, California. I am readily familiar with Ogletree, Deakins, Nash, Smoak & Stewart P.C.'s practice for collecting and processing of correspondence for overnight delivery, said practice being that, in the ordinary course of business, correspondence for overnight delivery is deposited with delivery fees paid or provided for at the carrier's express service offices for next-day delivery.

☐ **BY E-MAIL OR ELECTRONIC TRANSMISSION:** Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the person(s) at the e-mail addresses listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **(State)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on February 10, 2020, at Costa Mesa, California.



Nieka Caruthers-Dodson

**SERVICE LIST**

*Lysette Galvez v. CoWorx Staffing Services LLC, et al.*  
Case No. CGC-19-578983

Kevin F. Woodall, Esq.  
WOODALL LAW OFFICES  
100 Pine Street, Suite 1250  
San Francisco, CA 94111  
Telephone: 415-413-4629  
Facsimile: 866-937-4109  
[kevin@woodalllaw.com](mailto:kevin@woodalllaw.com)

Attorneys for Plaintiff  
Lysette Galvez and those similarly situated

40906401.2

40906401\_2.docx

# **EXHIBIT D**

## **NOTICE TO PLAINTIFF**

A Case Management Conference is set for:

**DATE: FEB-05-2020**

**TIME: 10:30AM**

**PLACE: Department 610  
400 McAllister Street  
San Francisco, CA 94102-3680**

All parties must appear and comply with Local Rule 3.

CRC 3.725 requires the filing and service of a case management statement form CM-110 no later than 15 days before the case management conference. However, it would facilitate the issuance of a case management order **without an appearance** at the case management conference if the case management statement is filed, served and lodged in Department 610 twenty-five (25) days before the case management conference.

Plaintiff must serve a copy of this notice upon each party to this action with the summons and complaint. Proof of service subsequently filed with this court shall so state. **This case is eligible for electronic filing and service per Local Rule 2.11. For more information, please visit the Court's website at [www.sfsuperiorcourt.org](http://www.sfsuperiorcourt.org) under Online Services.**

**[DEFENDANTS: Attending the Case Management Conference does not take the place of filing a written response to the complaint. You must file a written response with the court within the time limit required by law. See Summons.]**

## **ALTERNATIVE DISPUTE RESOLUTION REQUIREMENTS**

**IT IS THE POLICY OF THE SUPERIOR COURT THAT EVERY CIVIL CASE SHOULD PARTICIPATE IN MEDIATION, ARBITRATION, NEUTRAL EVALUATION, AN EARLY SETTLEMENT CONFERENCE, OR OTHER APPROPRIATE FORM OF ALTERNATIVE DISPUTE RESOLUTION PRIOR TO A TRIAL.**

(SEE LOCAL RULE 4)

Plaintiff **must** serve a copy of the Alternative Dispute Resolution (ADR) Information Package on each defendant along with the complaint. (CRC 3.221.) The ADR package may be accessed at [www.sfsuperiorcourt.org/divisions/civil/dispute-resolution](http://www.sfsuperiorcourt.org/divisions/civil/dispute-resolution) or you may request a paper copy from the filing clerk. All counsel must discuss ADR with clients and opposing counsel and provide clients with a copy of the ADR Information Package prior to filing the Case Management Statement.

**Superior Court Alternative Dispute Resolution Administrator  
400 McAllister Street, Room 103-A  
San Francisco, CA 94102  
(415) 551-3869**

See Local Rules 3.3, 6.0 C and 10 B re stipulation to judge pro tem.

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO**

400 MCALLISTER STREET, SAN FRANCISCO, CA 94102-4514

LYSETTE GALVEZ

PLAINTIFF (S)

VS.

COWORX STAFFING SERVICES LLC et al

DEFENDANT (S)

**Case Management Department 610  
Case Management Order**

**NO. CGC-19-578983**

**Order Continuing Case  
Management Conference**

TO: ALL COUNSEL AND SELF-REPRESENTED LITIGANTS

The Feb-05-2020 CASE MANAGEMENT CONFERENCE is canceled, and it is hereby ordered:

This case is set for a case management conference on Mar-18-2020 in Department 610 at 10:30 am.

CRC 3.725 requires the filing and service of a case management statement form CM-110 no later than fifteen (15) days before the case management conference. However, it would facilitate the issuance of a case management order without an appearance at the case management conference if the case management statement is filed, served and lodged in Department 610 twenty-five (25) days before the case management conference.

PLAINTIFF(S) must serve a copy of this notice on all parties not listed on the attached proof of service within five (5) days of the date of this order.

DATED: JAN-17-2020

GARRETT L. WONG

JUDGE OF THE SUPERIOR COURT

I, the undersigned, certify that I am an employee of the Superior Court of California, County of San Francisco and not a party to the above-entitled cause and that on JAN-17-2020 I served the attached Order Continuing Case Management Conference by placing a copy thereof in an envelope addressed to all parties to this action as listed below. I then placed the envelope in the outgoing mail at 400 McAllister Street, San Francisco, CA 94102, on the date indicated above for collection, sealing of the envelope, attachment of required prepaid postage, and mailing on that date, following standard court practice.

Dated : JAN-17-2020

By: VANESSA WU

KEVIN F. WOODALL (180650)  
100 PINE ST SUITE 1250  
SAN FRANCISCO, CA 94111

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO**

400 MCALLISTER STREET, SAN FRANCISCO, CA 94102-4514

LYSETTE GALVEZ

PLAINTIFF (S)

VS.

COWORX STAFFING SERVICES LLC et al

DEFENDANT (S)

**Case Management Department 610  
Case Management Order**

**NO. CGC-19-578983**

**Order To Show Cause**

TO: PLAINTIFF'S COUNSEL AND/OR SELF-REPRESENTED PLAINTIFF(S)

The Mar-18-2020 CASE MANAGEMENT CONFERENCE is canceled.

YOU ARE HEREBY ORDERED TO APPEAR in Department 610 on Apr-28-2020 at 10:30 am, pursuant to Local Rule 3.0 C to show cause why this action should not be dismissed or why sanctions should not be imposed for failure to:

file proof of service and obtain answer(s) or enter default(s) against defendant(s) MICHAEL EPSTEIN.

CRC 3.110(i) requires that responsive papers to an order to show cause must be filed and served at least 5 calendar days before the hearing.

However, it would facilitate the issuance of a case management order prior to the Order to Show Cause hearing if the Response to Order to Show Cause is filed, served and lodged in Department 610 twenty (20) days before the Order to Show Cause hearing.

PLAINTIFF(S) must serve a copy of this notice on all parties not listed on the attached proof of service within five (5) days of the date of this order.

You may call (415) 551-4000 after 12:00 noon the day before the hearing to determine whether your compliance has taken the order to show cause off calendar.

DATED: MAR-02-2020

GARRETT L. WONG

JUDGE OF THE SUPERIOR COURT

I, the undersigned, certify that I am an employee of the Superior Court of California, County of San Francisco and not a party to the above-entitled cause and that on MAR-02-2020 I served the attached Order To Show Cause by placing a copy thereof in an envelope addressed to all parties to this action as listed below. I then placed the envelope in the outgoing mail at 400 McAllister Street, San Francisco, CA 94102, on the date indicated above for collection, sealing of the envelope, attachment of required prepaid postage, and mailing on that date, following standard court practice.

Dated : MAR-02-2020

By: DARLENE LUM

KEVIN F. WOODALL (180650)  
100 PINE ST SUITE 1250  
SAN FRANCISCO, CA 94111

PATRICIA A. MATIAS (254125)  
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.  
PARK TOWER, FIFTEENTH FLOOR  
695 TOWN CENTER DRIVE  
COSTA MESA, CA 92626

I, the undersigned, certify that I am an employee of the Superior Court of California, County of San Francisco and not a party to the above-entitled cause and that on APR-10-2020 I served the attached Continued Order to Show Cause by placing a copy thereof in an envelope addressed to all parties to this action as listed below. I then placed the envelope in the outgoing mail at 400 McAllister Street, San Francisco, CA 94102, on the date indicated above for collection, sealing of the envelope, attachment of required prepaid postage, and mailing on that date, following standard court practice.

Dated : APR-10-2020

By: VERA MU

KEVIN F. WOODALL (180650)  
100 PINE ST SUITE 1250  
SAN FRANCISCO, CA 94111

PATRICIA A. MATIAS (254125)  
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.  
PARK TOWER, FIFTEENTH FLOOR  
695 TOWN CENTER DRIVE  
COSTA MESA, CA 92626

PATRICIA A. MATIAS (254125)  
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.  
PARK TOWER, FIFTEENTH FLOOR  
695 TOWN CENTER DRIVE  
COSTA MESA, CA 92626

**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF SAN FRANCISCO**

400 MCALLISTER STREET, SAN FRANCISCO, CA 94102-4514

LYSETTE GALVEZ

PLAINTIFF (S)

VS.

COWORX STAFFING SERVICES LLC et al

DEFENDANT (S)

**Case Management Department 610**

**Case Management Order**

**NO. CGC-19-578983**

**Continued Order to Show Cause**

TO: PLAINTIFF'S COUNSEL AND/OR SELF-REPRESENTED PLAINTIFF(S)

The Apr-28-2020 ORDER TO SHOW CAUSE is canceled.

YOU ARE HEREBY ORDERED TO APPEAR in Department 610 on Jun-30-2020 at 10:30 am, pursuant to Local Rule 3.0 C to show cause why this action should not be dismissed or why sanctions should not be imposed for failure to:

file proof of service and obtain answer(s) or enter default(s) against defendant(s) MICHAEL EPSTEIN as to First Amended Complaint.

CRC 3.110(i) requires that responsive papers to an order to show cause must be filed and served at least 5 calendar days before the hearing.

However, it would facilitate the issuance of a case management order prior to the Order to Show Cause hearing if the Response to Order to Show Cause is filed, served and lodged in Department 610 twenty (20) days before the Order to Show Cause hearing.

PLAINTIFF(S) must serve a copy of this notice on all parties not listed on the attached proof of service within five (5) days of the date of this order.

You may call (415) 551-4000 after 12:00 noon the day before the hearing to determine whether your compliance has taken the order to show cause off calendar.

DATED: APR-10-2020

GARRETT L. WONG

JUDGE OF THE SUPERIOR COURT



Superior Court of California  
County of San Francisco  
Civil Case Management  
400 McAllister Street, Room 103  
San Francisco, CA 94102

PATRICIA A. MATIAS (254125)  
OGLETHREE, DEAKINS, NASH, SMOAK & STEWART, P.C.  
PARK TOWER, FIFTEENTH FLOOR  
695 TOWN CENTER DRIVE  
COSTA MESA, CA 92626

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**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO**

400 MCALLISTER STREET, SAN FRANCISCO, CA 94102-4514

LYSETTE GALVEZ

PLAINTIFF (S)

VS.

COWORX STAFFING SERVICES LLC et al

DEFENDANT (S)

**Case Management Department 610  
Case Management Order**

**NO. CGC-19-578983**

**Continued Order to Show Cause**

TO: PLAINTIFF'S COUNSEL AND/OR SELF-REPRESENTED PLAINTIFF(S)

The Jun-30-2020 ORDER TO SHOW CAUSE is canceled.

YOU ARE HEREBY ORDERED TO APPEAR in Department 610 on Aug-18-2020 at 10:30 am, pursuant to Local Rule 3.0 C to show cause why this action should not be dismissed or why sanctions should not be imposed for failure to:

file proof of service and obtain answer(s) or enter default(s) against defendant(s) MICHAEL EPSTEIN as to first amended complaint.

CRC 3.110(i) requires that responsive papers to an order to show cause must be filed and served at least 5 calendar days before the hearing.

However, it would facilitate the issuance of a case management order prior to the Order to Show Cause hearing if the Response to Order to Show Cause is filed and served twenty (20) days before the Order to Show Cause hearing.

PLAINTIFF(S) must serve a copy of this notice on all parties not listed on the attached proof of service within five (5) days of the date of this order.

You may call (415) 551-4000 after 12:00 noon the day before the hearing to determine whether your compliance has taken the order to show cause off calendar.

DATED: JUN-12-2020

GARRETT L. WONG

JUDGE OF THE SUPERIOR COURT

I, the undersigned, certify that I am an employee of the Superior Court of California, County of San Francisco and not a party to the above-entitled cause and that on JUN-12-2020 I served the attached Continued Order to Show Cause by placing a copy thereof in an envelope addressed to all parties to this action as listed below. I then placed the envelope in the outgoing mail at 400 McAllister Street, San Francisco, CA 94102, on the date indicated above for collection, sealing of the envelope, attachment of required prepaid postage, and mailing on that date, following standard court practice.

Dated : JUN-12-2020

By: VANESSA WU

KEVIN F. WOODALL (180650)  
100 PINE ST SUITE 1250  
SAN FRANCISCO, CA 94111

PATRICIA A. MATIAS (254125)  
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.  
PARK TOWER, FIFTEENTH FLOOR  
695 TOWN CENTER DRIVE  
COSTA MESA, CA 92626

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO**

400 MCALLISTER STREET, SAN FRANCISCO, CA 94102-4514

LYSETTE GALVEZ

PLAINTIFF (S)

VS.

COWORX STAFFING SERVICES LLC et al

DEFENDANT (S)

**Case Management Department 610  
Case Management Order**

**NO. CGC-19-578983**

**Continued Order to Show Cause**

TO: PLAINTIFF'S COUNSEL AND/OR SELF-REPRESENTED PLAINTIFF(S)

The Aug-18-2020 ORDER TO SHOW CAUSE is canceled.

YOU ARE HEREBY ORDERED TO APPEAR in Department 610 on Oct-27-2020 at 10:30 am, pursuant to Local Rule 3.0 C to show cause why this action should not be dismissed or why sanctions should not be imposed for failure to:

file proof of service and obtain answer(s) or enter default(s) against defendant(s) MICHAEL EPSTEIN as to first amended complaint.

CRC 3.110(i) requires that responsive papers to an order to show cause must be filed and served at least 5 calendar days before the hearing.

However, it would facilitate the issuance of a case management order prior to the Order to Show Cause hearing if the Response to Order to Show Cause is filed and served twenty (20) days before the Order to Show Cause hearing.

PLAINTIFF(S) must serve a copy of this notice on all parties not listed on the attached proof of service within five (5) days of the date of this order.

You may call (415) 551-4000 after 12:00 noon the day before the hearing to determine whether your compliance has taken the order to show cause off calendar.

DATED: AUG-05-2020

GARRETT L. WONG

JUDGE OF THE SUPERIOR COURT

I, the undersigned, certify that I am an employee of the Superior Court of California, County of San Francisco and not a party to the above-entitled cause and that on AUG-05-2020 I served the attached Continued Order to Show Cause by placing a copy thereof in an envelope addressed to all parties to this action as listed below. I then placed the envelope in the outgoing mail at 400 McAllister Street, San Francisco, CA 94102, on the date indicated above for collection, sealing of the envelope, attachment of required prepaid postage, and mailing on that date, following standard court practice.

Dated : AUG-05-2020

By: VANESSA WU

KEVIN F. WOODALL (180650)  
100 PINE ST SUITE 1250  
SAN FRANCISCO, CA 94111

PATRICIA A. MATIAS (254125)  
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.  
PARK TOWER, FIFTEENTH FLOOR  
695 TOWN CENTER DRIVE  
COSTA MESA, CA 92626

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO**

400 MCALLISTER STREET, SAN FRANCISCO, CA 94102-4514

LYSETTE GALVEZ

PLAINTIFF (S)

VS.

COWORX STAFFING SERVICES LLC et al

DEFENDANT (S)

**Case Management Department 610  
Case Management Order**

**NO. CGC-19-578983**

**Continued Order to Show Cause**

TO: PLAINTIFF'S COUNSEL AND/OR SELF-REPRESENTED PLAINTIFF(S)

The Aug-18-2020 ORDER TO SHOW CAUSE is canceled.

YOU ARE HEREBY ORDERED TO APPEAR in Department 610 on Oct-27-2020 at 10:30 am, pursuant to Local Rule 3.0 C to show cause why this action should not be dismissed or why sanctions should not be imposed for failure to:

file proof of service and obtain answer(s) or enter default(s) against defendant(s) MICHAEL EPSTEIN as to first amended complaint.

CRC 3.110(i) requires that responsive papers to an order to show cause must be filed and served at least 5 calendar days before the hearing.

However, it would facilitate the issuance of a case management order prior to the Order to Show Cause hearing if the Response to Order to Show Cause is filed and served twenty (20) days before the Order to Show Cause hearing.

PLAINTIFF(S) must serve a copy of this notice on all parties not listed on the attached proof of service within five (5) days of the date of this order.

You may call (415) 551-4000 after 12:00 noon the day before the hearing to determine whether your compliance has taken the order to show cause off calendar.

DATED: AUG-05-2020

GARRETT L. WONG

JUDGE OF THE SUPERIOR COURT

I, the undersigned, certify that I am an employee of the Superior Court of California, County of San Francisco and not a party to the above-entitled cause and that on AUG-05-2020 I served the attached Continued Order to Show Cause by placing a copy thereof in an envelope addressed to all parties to this action as listed below. I then placed the envelope in the outgoing mail at 400 McAllister Street, San Francisco, CA 94102, on the date indicated above for collection, sealing of the envelope, attachment of required prepaid postage, and mailing on that date, following standard court practice.

Dated : AUG-05-2020

By: VANESSA WU

KEVIN F. WOODALL (180650)  
100 PINE ST SUITE 1250  
SAN FRANCISCO, CA 94111

PATRICIA A. MATIAS (254125)  
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.  
PARK TOWER, FIFTEENTH FLOOR  
695 TOWN CENTER DRIVE  
COSTA MESA, CA 92626

PATRICIA A. MATIAS (254125)  
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.  
PARK TOWER, FIFTEENTH FLOOR  
695 TOWN CENTER DRIVE  
COSTA MESA, CA 92626



Superior Court of California  
County of San Francisco  
Civil Case Management  
400 McAllister Street, Room 103  
San Francisco, CA 94102

PATRICIAA. MATIAS (254125)  
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C  
PARK TOWER, FIFTEENTH FLOOR  
695 TOWN CENTER DRIVE  
COSTA MESA, CA 92626

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**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO**

400 MCALLISTER STREET, SAN FRANCISCO, CA 94102-4514

LYSETTE GALVEZ

PLAINTIFF (S)

VS.

COWORX STAFFING SERVICES LLC et al

DEFENDANT (S)

**Case Management Department 610  
Case Management Order**

**NO. CGC-19-578983**

**Continued Order to Show Cause**

TO: PLAINTIFF'S COUNSEL AND/OR SELF-REPRESENTED PLAINTIFF(S)

The Oct-27-2020 ORDER TO SHOW CAUSE is canceled.

YOU ARE HEREBY ORDERED TO APPEAR in Department 610 on Dec-22-2020 at 10:30 am, pursuant to Local Rule 3.0 C to show cause why this action should not be dismissed or why sanctions should not be imposed for failure to:

file proof of service and obtain answer(s) or enter default(s) against defendant(s) MICHAEL EPSTEIN as to 1st amended complaint or obtain dismissal order in Dept. 302.

CRC 3.110(i) requires that responsive papers to an order to show cause must be filed and served at least 5 calendar days before the hearing.

However, it would facilitate the issuance of a case management order prior to the Order to Show Cause hearing if the Response to Order to Show Cause is filed and served twenty (20) days before the Order to Show Cause hearing.

PLAINTIFF(S) must serve a copy of this notice on all parties not listed on the attached proof of service within five (5) days of the date of this order.

You may call (415) 551-4000 after 12:00 noon the day before the hearing to determine whether your compliance has taken the order to show cause off calendar.

DATED: OCT-15-2020

GARRETT L. WONG

JUDGE OF THE SUPERIOR COURT

I, the undersigned, certify that I am an employee of the Superior Court of California, County of San Francisco and not a party to the above-entitled cause and that on OCT-15-2020 I served the attached Continued Order to Show Cause by placing a copy thereof in an envelope addressed to all parties to this action as listed below. I then placed the envelope in the outgoing mail at 400 McAllister Street, San Francisco, CA 94102, on the date indicated above for collection, sealing of the envelope, attachment of required prepaid postage, and mailing on that date, following standard court practice.

Dated : OCT-15-2020

By: MELANIA DE LUNA

KEVIN F. WOODALL (180650)  
100 PINE ST SUITE 1250  
SAN FRANCISCO, CA 94111

PATRICIA A. MATIAS (254125)  
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.  
PARK TOWER, FIFTEENTH FLOOR  
695 TOWN CENTER DRIVE  
COSTA MESA, CA 92626

**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF SAN FRANCISCO**

400 MCALLISTER STREET, SAN FRANCISCO, CA 94102-4514

LYSETTE GALVEZ

PLAINTIFF (S)

VS.

COWORX STAFFING SERVICES LLC et al

DEFENDANT (S)

**Case Management Department 610  
Case Management Order**

**NO. CGC-19-578983**

**Continued Order to Show Cause**

TO: PLAINTIFF'S COUNSEL AND/OR SELF-REPRESENTED PLAINTIFF(S)

The Dec-22-2020 ORDER TO SHOW CAUSE is canceled.

YOU ARE HEREBY ORDERED TO APPEAR in Department 610 on Feb-09-2021 at 10:30 am, pursuant to Local Rule 3.0 C to show cause why this action should not be dismissed or why sanctions should not be imposed for failure to:

file proof of service and obtain answer(s) or enter default(s) against defendant(s) MICHAEL EPSTEIN as to 1st amended complaint.

CRC 3.110(i) requires that responsive papers to an order to show cause must be filed and served at least 5 calendar days before the hearing.

However, it would facilitate the issuance of a case management order prior to the Order to Show Cause hearing if the Response to Order to Show Cause is filed and served twenty (20) days before the Order to Show Cause hearing.

PLAINTIFF(S) must serve a copy of this notice on all parties not listed on the attached proof of service within five (5) days of the date of this order.

You may call (415) 551-4000 after 12:00 noon the day before the hearing to determine whether your compliance has taken the order to show cause off calendar.

DATED: DEC-14-2020

GARRETT L. WONG

JUDGE OF THE SUPERIOR COURT

I, the undersigned, certify that I am an employee of the Superior Court of California, County of San Francisco and not a party to the above-entitled cause and that on DEC-14-2020 I served the attached Continued Order to Show Cause by placing a copy thereof in an envelope addressed to all parties to this action as listed below. I then placed the envelope in the outgoing mail at 400 McAllister Street, San Francisco, CA 94102, on the date indicated above for collection, sealing of the envelope, attachment of required prepaid postage, and mailing on that date, following standard court practice.

Dated : DEC-14-2020

By: MELANIA DE LUNA

KEVIN F. WOODALL (180650)  
100 PINE ST SUITE 1250  
SAN FRANCISCO, CA 94111

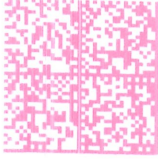
PATRICIA A. MATIAS (254125)  
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.  
PARK TOWER, FIFTEENTH FLOOR  
695 TOWN CENTER DRIVE  
COSTA MESA, CA 92626

PATRICIA A. MATIAS (254125)  
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.  
PARK TOWER, FIFTEENTH FLOOR  
695 TOWN CENTER DRIVE  
COSTA MESA, CA 92626



Superior Court of California  
County of San Francisco  
Civil Case Management  
400 McAllister Street, Room 103  
San Francisco, CA 94102

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**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF SAN FRANCISCO**

400 MCALLISTER STREET, SAN FRANCISCO, CA 94102-4514

LYSETTE GALVEZ

PLAINTIFF (S)

VS.

COWORX STAFFING SERVICES LLC et al

DEFENDANT (S)

**Case Management Department 610**

**Case Management Order**

**NO. CGC-19-578983**

**Continued Order to Show Cause**

TO: PLAINTIFF'S COUNSEL AND/OR SELF-REPRESENTED PLAINTIFF(S)

The Feb-09-2021 ORDER TO SHOW CAUSE is canceled.

YOU ARE HEREBY ORDERED TO APPEAR in Department 610 on Apr-13-2021 at 10:30 am, pursuant to Local Rule 3.0 C to show cause why this action should not be dismissed or why sanctions should not be imposed for failure to:

file proof of service and obtain answer(s) or enter default(s) against defendant(s) MICHAEL EPSTEIN as to first amended complaint.

CRC 3.110(i) requires that responsive papers to an order to show cause must be filed and served at least 5 calendar days before the hearing.

However, it would facilitate the issuance of a case management order prior to the Order to Show Cause hearing if the Response to Order to Show Cause is filed and served twenty (20) days before the Order to Show Cause hearing.

PLAINTIFF(S) must serve a copy of this notice on all parties not listed on the attached proof of service within five (5) days of the date of this order.

You may call (415) 551-4000 after 12:00 noon the day before the hearing to determine whether your compliance has taken the order to show cause off calendar.

DATED: JAN-28-2021

SAMUEL K. FENG

JUDGE OF THE SUPERIOR COURT

CERTIFICATE OF SERVICE BY MAIL

I, the undersigned, certify that I am an employee of the Superior Court of California, County of San Francisco and not a party to the above-entitled cause and that on JAN-28-2021 I served the attached Continued Order to Show Cause by placing a copy thereof in an envelope addressed to all parties to this action as listed below. I then placed the envelope in the outgoing mail at 400 McAllister Street, San Francisco, CA 94102, on the date indicated above for collection, sealing of the envelope, attachment of required prepaid postage, and mailing on that date, following standard court practice.

Dated : JAN-28-2021

By: VANESSA WU

KEVIN F. WOODALL (180650)  
100 PINE ST SUITE 1250  
SAN FRANCISCO, CA 94111

PATRICIA A. MATIAS (254125)  
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.  
PARK TOWER, FIFTEENTH FLOOR  
695 TOWN CENTER DRIVE  
COSTA MESA, CA 92626

PATRICIA A. MATIAS (254125)  
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.  
PARK TOWER, FIFTEENTH FLOOR  
695 TOWN CENTER DRIVE  
COSTA MESA, CA 92626



Superior Court of California  
County of San Francisco  
Civil Case Management  
400 McAllister Street, Room 103  
San Francisco, CA 94102



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**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF SAN FRANCISCO**

400 MCALLISTER STREET, SAN FRANCISCO, CA 94102-4514

LYSETTE GALVEZ

PLAINTIFF (S)

VS.

COWORX STAFFING SERVICES LLC et al

DEFENDANT (S)

**Case Management Department 610**

**Case Management Order**

**NO. CGC-19-578983**

**Order Setting Case Management  
Conference**

TO: ALL COUNSEL AND SELF-REPRESENTED LITIGANTS

The Apr-13-2021 ORDER TO SHOW CAUSE is canceled, and it is hereby ordered:

This case is set for a case management conference on May-12-2021 in Department 610 at 10:30 am for the submission of case management statements.

CRC 3.725 requires the filing and service of a case management statement form CM-110 no later than fifteen (15) days before the case management conference. However, it would facilitate the issuance of a case management order without an appearance at the case management conference if the case management statement is filed and served twenty-five (25) days before the case management conference.

PLAINTIFF(S) must serve a copy of this notice on all parties not listed on the attached proof of service within five (5) days of the date of this order.

DATED: MAR-29-2021

SAMUEL K. FENG

JUDGE OF THE SUPERIOR COURT

CERTIFICATE OF SERVICE BY MAIL

I, the undersigned, certify that I am an employee of the Superior Court of California, County of San Francisco and not a party to the above-entitled cause and that on MAR-29-2021 I served the attached Order Settling Case Management Conference by placing a copy thereof in an envelope addressed to all parties to this action as listed below. I then placed the envelope in the outgoing mail at 400 McAllister Street, San Francisco, CA 94102, on the date indicated above for collection, sealing of the envelope, attachment of required prepaid postage, and mailing on that date, following standard court practice.

Dated : MAR-29-2021

By: JEFFREY LEE

KEVIN F. WOODALL (180650)  
100 PINE ST SUITE 1250  
SAN FRANCISCO, CA 94111

PATRICIA A. MATIAS (254125)  
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.  
PARK TOWER, FIFTEENTH FLOOR  
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PARK TOWER, FIFTEENTH FLOOR  
695 TOWN CENTER DRIVE  
COSTA MESA, CA 92626



Superior Court of California  
County of San Francisco  
Civil Case Management  
400 McAllister Street, Room 103  
San Francisco, CA 94102

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PATRICIA A. MATIAS (254125)  
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.  
PARK TOWER, FIFTEENTH FLOOR  
695 TOWN CENTER DRIVE  
COSTA MESA, CA 92626

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# **EXHIBIT E**

Kevin F. Woodall (SBN 180650)  
 Woodall Law Offices  
 100 Pine Street, Suite 1250  
 San Francisco, California 94111  
 Telephone: (415) 413-4629  
 Facsimile: (866) 937-4109  
 kevin@kwoodalllaw.com

ELECTRONICALLY  
**FILED**  
 Superior Court of California,  
 County of San Francisco  
**08/06/2020**  
 Clerk of the Court  
 BY: EDNALEEN ALEGRE  
 Deputy Clerk

Thomas D. Rutledge, Esq. (SBN 200497)  
 Law Offices of Thomas D. Rutledge  
 113 West G Street, Suite 231  
 San Diego, California 92101  
 Tel.: (619) 886-7224  
 Fax: (619) 259-5455  
 thomasrutledgelaw@gmail.com

Attorneys for Plaintiff, LYSETTE GALVEZ and those similarly situated

SUPERIOR COURT OF CALIFORNIA  
 COUNTY OF SAN FRANCISCO  
 UNLIMITED JURISDICTION

LYSETTE GALVEZ, individually and on  
 behalf of those similarly situated,

Plaintiffs,

vs.

COWORX STAFFING SERVICES LLC, a  
 Delaware Corporation; MICHAEL  
 EPSTEIN, an individual; and DOES 1  
 through 10 inclusive;

Defendants.

Case No. CGC-19-578983

**PLAINTIFFS' EX PARTE  
 APPLICATION SEEKING  
 PERMISSION TO DISMISS  
 DEFENDANT MICHAEL R. EPSTEIN  
 WITHOUT PREJUDICE; AND  
 DECLARATION OF THOMAS D.  
 RUTLEDGE ISO THEREOF**

Date: NA  
 Time: NA  
 Dept: 302

[C.R.C., Rule 3.770]

Date Complaint Filed: September 4, 2019  
 Trial Date: TBA

**([Proposed] Order filed concurrently  
 herewith)**

1 TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that Plaintiff Lysette Galvez ("Plaintiff"), will and hereby  
3 does apply *ex parte*, pursuant to Rule 3.770, of the California Rules of Court ("C.R.C."),  
4 seeking the Court's permission to dismiss Defendant Michael R. Epstein from her class  
5 action claims against Defendant Coworx Staffing Services LLC ("Defendant") without  
6 prejudice.

7 Under California Rule of Court 3.1202(c), *ex parte* relief may be granted to handle  
8 scheduling concerns or for any good cause shown. No hearing is required for the relief  
9 requested in this Application per C.R.C., Rule 3.770(b).

10 There is good cause to grant the Plaintiff the requested relief because Defendant  
11 Michael Epstein is no longer a manager working for Defendant Coworx Staffing Services  
12 LLC. Further, Defendant Epstein entered into a tolling agreement with Plaintiff and thus, if  
13 it is necessary to bring Defendant Epstein back into the case on a later date, the claims  
14 against him will not be time-barred.

15 No Class member and/or Aggrieved Employee's rights will be prejudiced in any  
16 manner in dismissing Defendant Epstein as a party in this case.

17 As set forth in the accompanying declaration of Thomas D. Rutledge, the parties to  
18 this case were duly given notice of this application in conformity with Rule 3.1203 of the  
19 California Rules of Court. This Application and the relief sought herein is unopposed.

20 This Application is sought on the basis of this notice, the attached Memorandum of  
21 Points and Authorities, the Declaration concurrently filed herewith, the Court's file in this  
22 action, and such further or other oral and documentary evidence as may be presented by  
23 counsel.

24 Dated: August 5, 2020

Woodall Law Offices

26 By: /s/Kevin F. Woodall

Kevin F. Woodall

27 Attorney for Plaintiffs

## **MEMORANDUM OF POINTS AND AUTHORITIES**

### **I. SUMMARY OF FACTS SUPPORTING EX PARTE APPLICATION**

On September 4, 2019, Plaintiff Lysette Galvez (“Plaintiff”) filed a complaint instituting a wage and hour class action against Defendant Michael Epstein and Defendant Coworx Staffing Services LLC (collectively as “Defendants”). On November 11, 2019, Plaintiff filed an Amended Complaint alleging she and similarly situated Class members suffered unreimbursed expenses and unpaid minimum wages, regular/agreed upon wages and overtime wages in violation of Labor Code §§ 2802, 510, 1194, and 1197. (First Amended Class Action Complaint (“FAC”) ¶¶ 1-13; Rutledge Decl. ¶¶ 2, 3.)

After filing the FAC, Plaintiff discovered that Defendant Epstein is no longer a manager for Defendant Coworx Staffing Services LLC. Plaintiff and Defendant Epstein thereafter entered into a tolling agreement, such that if Plaintiff later decides to bring Defendant Epstein back into the case after discovery, the currently asserted claims against him will not be time-barred. (Rutledge Decl. ¶¶ 4-6).

### **II. STANDARD OF REVIEW FOR REQUESTS FOR DISMISSAL OF A PARTY IN A CIVIL ACTION**

Plaintiffs normally have the unilateral right to file a dismissal of civil actions. (Code Civ. Pro. (“CCP”) § 581.) Dismissals of class actions, even against only one party, however, require court approval. (C.R.C., 3.770, *et seq.*) If the class has already been certified, notice to the class, must be given to protect against abuse. (C.C.P. § 581(k); C.R.C. 3.770(a), (c); see e.g. Civ. Code § 1781(f).)

California Rules of Court, Rule 3.770, provides,

#### **(a) Court approval of dismissal**

A dismissal of an entire class action, or of any party or cause of action in a class action, requires court approval. The court may not grant a request to dismiss a class action if the court has entered judgment following final approval of a settlement. Requests for dismissal must be accompanied by a declaration setting forth the facts on which the party relies. The declaration must clearly state whether consideration, direct or indirect, is being given for the dismissal and must describe the consideration in detail.

(Subd (a) amended effective January 1, 2009; adopted as untitled subd effective January 1, 1984; previously amended and lettered as subd (a) effective January 1, 2002; previously amended effective January 1, 2007.)

**(b) Hearing on request for dismissal**

The court may grant the request without a hearing. If the request is disapproved, notice of tentative disapproval must be sent to the attorneys of record. Any party may seek, within 15 calendar days of the service of the notice of tentative disapproval, a hearing on the request. If no hearing is sought within that period, the request for dismissal will be deemed denied.

(Subd (b) amended effective January 1, 2007; adopted as untitled subd effective January 1, 1984; previously amended and lettered as subd (b) effective January 1, 2002.)

**(c) Notice to class of dismissal**

If the court has certified the class, and notice of the pendency of the action has been provided to class members, notice of the dismissal must be given to the class in the manner specified by the court. If the court has not ruled on class certification, or if notice of the pendency of the action has not been provided to class members in a case in which such notice was required, notice of the proposed dismissal may be given in the manner and to those class members specified by the court, or the action may be dismissed without notice to the class members if the court finds that the dismissal will not prejudice them.

Plaintiff urges this Court to approve the dismissal because it is unclear whether Defendant Epstein is an appropriate party in this case. He is a former manager of Defendant Coworx and the majority Plaintiff's claims are primarily against Defendant Coworx, rather than Defendant Epstein who was a corporate officer. Further, if later discovery reveals that Defendant Epstein is liable for the currently asserted claims, Plaintiff and Defendant Epstein entered into a tolling agreement allowing Plaintiff to later bring Defendant Epstein back into the case. Due to those reasons, dismissal of Defendant Epstein will not prejudice any of the Class Members nor the Plaintiff. Plaintiff is also not receiving any compensation for the dismissal of Defendant Epstein. This Application is unopposed by the Defendants.

**III. CONCLUSION**

For the foregoing reasons, Plaintiffs very respectfully requests that the *Ex Parte* application be granted and that Defendant Epstein be dismissed from this case without prejudice.

1 Dated: August 5, 2020

Woodall Law Offices

2  
3 By: /s/ Kevin F. Woodall

Kevin F. Woodall

4 Attorney for Plaintiffs

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**DECLARATION OF THOMAS D. RUTLEDGE**

I, THOMAS RUTLEDGE, declare and state as follows:

1. I am an attorney licensed to practice before all Courts of the State of California. I am a partner with the attorney of record for the Plaintiffs. I have personal knowledge of the following facts and if called as a witness, I could and would competently testify thereto.

2. On September 4, 2019, Plaintiff Lysette Galvez filed a Complaint instituting the current wage and hour class action.

3. On November 11, 2019, Plaintiff filed a First Amended Complaint.

4. Approximately one month ago, Plaintiff and Defendant Michael Epstein entered into a tolling agreement, which provides that the currently alleged claims against Epstein are tolled until a later date.

5. Thus, if Plaintiff later determines that Defendant Michael R. Epstein should be brought back into the action after discovery, the claims will not be time-barred.

6. After the First Amended Complaint was filed, Plaintiff was informed by defense counsel, Mr. Sean Kim, that Defendant Michael R. Epstein was no longer working as a manager for Defendant Coworx Staffing Services LLC.

7. We have complied with the Rules of the Court in proving Defendants, through their counsel, notice of this Application and the relief sought herein.

8. Defendants' counsel have informed us that Defendants do not oppose this Application and the relief requested therein.

9. Defendants have not offered to pay nor have they paid Plaintiff, Plaintiffs' Counsel or anyone we know for asking the Court to dismiss Defendant Epstein from this case without prejudice.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct. Executed on 8-5, 2020 at San Diego, California.

By: 

Thomas D. Rutledge  
Declarant

**PROOF OF SERVICE**

I, Kevin Woodall, am a resident of the State of California and over the age of 18, and not a party to the within action; my business address is 100 Pine Street, Suite 1250, San Francisco, CA 94111.

**ON AUGUST 6, 2020, I SERVED THE DOCUMENT(S) DESCRIBED AS:**

**PLAINTIFFS' *EX PARTE* APPLICATION SEEKING PERMISSION TO DISMISS DEFENDANT MICHAEL R. EPSTEIN WITHOUT PREJUDICE; AND DECLARATION OF THOMAS D. RUTLEDGE ISO THEREOF**

on the following interested parties at the following address:


Sean M. Kim  
Patricia Matias  
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.  
Park Tower, 695 Town Center Drive, Fifteenth Floor  
Costa Mesa, CA 92626  
[sean.kim@ogletree.com](mailto:sean.kim@ogletree.com)  
[patricia.Matias@ogletreedekins.com](mailto:patricia.Matias@ogletreedekins.com)

Attorneys for CoWorx Staffing Services

- ☐ (BY MAIL) I served the foregoing document(s) by U.S. mail. I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence was deposited with the United States Postal Service this same day in the ordinary course of business at Tahoe Vista, California.
- ☐ (BY FACSIMILE) I transmitted via facsimile, the document(s) listed above to the fax number(s) set forth above on this date from Corte Madera, California. The transmitting facsimile machine telephone number is (415) 413-4629.
- ☐ (BY FEDEX GROUND) I served the foregoing document(s) by placing it in a sealed envelope or container provided by Federal Express, affixing a pre-paid air bill for ground delivery, and causing the envelope or container to be delivered to a Federal Express agent or depositing it in a box or other facility regularly maintained by Federal Express.
- ☐ (BY PERSONAL DELIVERY) I hired a vendor to personally deliver the foregoing document(s) to the addresses listed above.
- ☒ (BY EMAIL and E-SERVICE) I served the foregoing documents by sending them via email to Defendant's counsel listed above. In addition, One Legal electronically served the documents described above on the recipients designated on the Transaction Receipt (Defendant's counsel listed above) located on the One Legal website ([www.fileandserveexpress.com](http://www.fileandserveexpress.com)) pursuant to the Court's Local Rules authorizing electronic service of the documents.

1 Executed this August 6, 2020 at Tahoe Vista, California.

2 I declare under penalty of perjury under the laws of the State of California and the  
3 United States that the above is true and correct.

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5 \_\_\_\_\_  
6 KEVIN F. WOODALL  
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Kevin F. Woodall (SBN 180650)  
Woodall Law Offices  
100 Pine Street, Suite 1250  
San Francisco, California 94111  
Telephone: (415) 413-4629  
Facsimile: (866) 937-4109  
kevin@kwoodalllaw.com

ELECTRONICALLY  
**FILED**

Superior Court of California,  
County of San Francisco

**01/28/2021**  
Clerk of the Court

BY: RONNIE OTERO  
Deputy Clerk

Thomas D. Rutledge, Esq. (SBN 200497)  
Law Offices of Thomas D. Rutledge  
113 West G Street, Suite 231  
San Diego, California 92101  
Tel.: (619) 886-7224  
Fax: (619) 259-5455  
thomasrutledgelaw@gmail.com

Attorneys for Plaintiff, LYSETTE GALVEZ and those similarly situated

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO  
UNLIMITED JURISDICTION

LYSETTE GALVEZ, individually and on  
behalf of those similarly situated,

Plaintiffs,

vs.

COWORX STAFFING SERVICES LLC, a  
Delaware Corporation; MICHAEL  
EPSTEIN, an individual; and DOES 1  
through 10 inclusive;

Defendants.

Case No. CGC-19-578983

**PLAINTIFFS' EX PARTE  
APPLICATION TO DISMISS  
DEFENDANT MICHAEL R. EPSTEIN  
WITHOUT PREJUDICE; AND  
DECLARATION OF KEVIN  
WOODALL ISO THEREOF**

Date: February 1, 2021

Time: 11:00 a.m.

Dept: 302

[C.R.C., Rule 3.770]

Date Complaint Filed: September 4, 2019

Trial Date: TBA

**([Proposed] Order filed concurrently  
herewith)**

1 TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that on February 1, 2021 at 11:00 a.m. in Department 302  
3 of San Francisco Superior Court, located at 400 McAllister Street, San Francisco, CA  
4 94102, Plaintiff Lysette Galvez ("Plaintiff"), will and hereby does apply *ex parte*, pursuant  
5 to Rule 3.770, of the California Rules of Court ("C.R.C."), seeking the Court's permission to  
6 dismiss Defendant Michael R. Epstein from her class action claims against Defendant  
7 Coworx Staffing Services LLC ("Defendant") without prejudice.

8 Under California Rule of Court 3.1202(c), *ex parte* relief may be granted to handle  
9 scheduling concerns or for any good cause shown.

10 There is good cause to grant the Plaintiff the requested relief because Defendant  
11 Michael Epstein is no longer a manager working for Defendant Coworx Staffing Services  
12 LLC. Further, Defendant Epstein entered into a tolling agreement with Plaintiff and thus, if  
13 it is necessary to bring Defendant Epstein back into the case on a later date, the claims  
14 against him will not be time-barred.

15 No Class member and/or Aggrieved Employee's rights will be prejudiced in any  
16 manner in dismissing Defendant Epstein as a party in this case. This is because, among other  
17 reasons, there is no certified class, trial date, or any *Belaire-West* notice or similar  
18 correspondence that has been sent to the putative class.

19 As set forth in the accompanying declaration of Kevin Woodall, the parties to this  
20 case were duly given notice of this application in conformity with Rule 3.1203 of the  
21 California Rules of Court. This Application and the relief sought herein is unopposed.

22 This Application is sought on the basis of this notice, the attached Memorandum of  
23 Points and Authorities, the Declaration concurrently filed herewith, the Court's file in this  
24 action, and such further or other oral and documentary evidence presented.

25 Dated: January 28, 2021

Woodall Law Offices

26 By: 

27 Kevin F. Woodall

28 Attorney for Plaintiff Galvez

## MEMORANDUM OF POINTS AND AUTHORITIES

### I. SUMMARY OF FACTS SUPPORTING EX PARTE APPLICATION

On September 4, 2019, Plaintiff Lysette Galvez (“Plaintiff”) filed a complaint instituting a wage and hour class action against Defendant Michael Epstein and Defendant Coworx Staffing Services LLC (collectively as “Defendants”). On November 11, 2019, Plaintiff filed an Amended Complaint alleging she and similarly situated Class members suffered unreimbursed expenses and unpaid minimum wages, regular/agreed upon wages and overtime wages in violation of Labor Code §§ 2802, 510, 1194, and 1197. (First Amended Class Action Complaint (“FAC”) ¶¶ 1-13; Woodall Decl. ¶¶ 2, 3.)

After filing the FAC, Plaintiff discovered that Defendant Epstein is no longer a manager for Defendant Coworx Staffing Services LLC. Plaintiff and Defendant Epstein thereafter entered into a tolling agreement, such that if Plaintiff later decides to bring Defendant Epstein back into the case after discovery, the currently asserted claims against him will not be time-barred. (Woodall Decl. ¶¶ 4-6.)

Further, there is no certified class, trial date, or any *Belaire-West* notice or similar correspondence that has been sent to the putative class. Neither Plaintiff or her counsel are receiving any compensation whatsoever for the request sought in this Application. (Woodall Decl. ¶¶ 7-9.)

### II. STANDARD OF REVIEW FOR REQUESTS FOR DISMISSAL OF A PARTY IN A CIVIL ACTION

Plaintiffs normally have the unilateral right to file a dismissal of civil actions. (Code Civ. Pro. (“CCP”) § 581.) Dismissals of class actions, even against only one party, however, require court approval. (C.R.C., 3.770, *et seq.*) If the class has already been certified, notice to the class, must be given to protect against abuse. (C.C.P. § 581(k); C.R.C. 3.770(a), (c); see e.g. Civ. Code § 1781(f).)

California Rules of Court, Rule 3.770, provides,

#### **(a) Court approval of dismissal**

A dismissal of an entire class action, or of any party or cause of

1 action in a class action, requires court approval. The court may not  
2 grant a request to dismiss a class action if the court has entered  
3 judgment following final approval of a settlement. Requests for  
4 dismissal must be accompanied by a declaration setting forth the  
5 facts on which the party relies. The declaration must clearly state  
6 whether consideration, direct or indirect, is being given for the  
7 dismissal and must describe the consideration in detail.

(Subd (a) amended effective January 1, 2009; adopted as untitled  
subd effective January 1, 1984; previously amended and lettered as  
subd (a) effective January 1, 2002; previously amended effective  
January 1, 2007.)

**(b) Hearing on request for dismissal**

8 The court may grant the request without a hearing. If the request is  
9 disapproved, notice of tentative disapproval must be sent to the  
10 attorneys of record. Any party may seek, within 15 calendar days of  
11 the service of the notice of tentative disapproval, a hearing on the  
12 request. If no hearing is sought within that period, the request for  
13 dismissal will be deemed denied.

(Subd (b) amended effective January 1, 2007; adopted as untitled  
subd effective January 1, 1984; previously amended and lettered as  
subd (b) effective January 1, 2002.)

**(c) Notice to class of dismissal**

14 If the court has certified the class, and notice of the pendency of the  
15 action has been provided to class members, notice of the dismissal  
16 must be given to the class in the manner specified by the court. If the  
17 court has not ruled on class certification, or if notice of the pendency  
18 of the action has not been provided to class members in a case in  
19 which such notice was required, notice of the proposed dismissal  
20 may be given in the manner and to those class members specified by  
21 the court, or the action may be dismissed without notice to the class  
22 members if the court finds that the dismissal will not prejudice them.

23 Plaintiff urges this Court to approve the dismissal because it is unclear whether  
24 Defendant Epstein is an appropriate party in this case. He is a former manager of Defendant  
25 Coworx and the majority Plaintiff's claims are primarily against Defendant Coworx, rather  
26 than Defendant Epstein who was a corporate officer. Further, if later discovery reveals that  
27 Defendant Epstein is liable for the currently asserted claims, Plaintiff and Defendant Epstein  
28 entered into a tolling agreement allowing Plaintiff to later bring Defendant Epstein back into  
the case. Due to those reasons, dismissal of Defendant Epstein will not prejudice any of the  
Class Members nor the Plaintiff. Plaintiff is also not receiving any compensation for the  
dismissal of Defendant Epstein. This Application is unopposed by the Defendants.

EX PARTE APPLICATION TO DISMISS DEFENDANT EPSTEIN WITHOUT PREJUDICE

1 **III. CONCLUSION**

2 For the foregoing reasons, Plaintiff very respectfully requests that the *Ex Parte*  
3 application be granted and that Defendant Epstein be dismissed from this case without  
4 prejudice.

5 Dated: January 28, 2021

Woodall Law Offices

6  
7 By: 

Attorney for Plaintiff Galvez

**DECLARATION OF KEVIN WOODALL**

I, Kevin Woodall, declare and state as follows:

1. I am an attorney licensed to practice before all Courts of the State of California. I am an attorney of record for the Plaintiff Galvez. I have personal knowledge of the following facts and if called as a witness, I could and would competently testify thereto.

2. On September 4, 2019, Plaintiff Lysette Galvez filed a Complaint instituting the current wage and hour class action.

3. On November 11, 2019, Plaintiff filed a First Amended Complaint.

4. Recently, Plaintiff and Defendant Michael Epstein entered into a tolling agreement, which provides that the currently alleged claims against Epstein are tolled until a later date.

5. Thus, if Plaintiff later determines that Defendant Michael R. Epstein should be brought back into the action after discovery, the claims will not be time-barred.

6. After the First Amended Complaint was filed, Plaintiff was informed by defense counsel, Mr. Sean Kim, that Defendant Michael R. Epstein was no longer working as a manager for Defendant Coworx Staffing Services LLC.

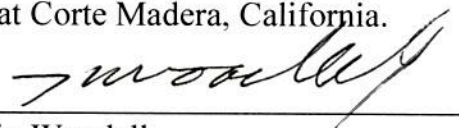
7. We have complied with the Rules of the Court in proving Defendants, through their counsel, notice of this Application and the relief sought herein both over the phone, via email, and numerous other means of communication.

8. Defendants' counsel have informed us that Defendants do not oppose this Application and the relief requested therein.

9. Defendants have not offered to pay nor have they paid Plaintiff, Plaintiffs' Counsel or anyone we know for asking the Court to dismiss Defendant Epstein from this case without prejudice.

10. Further, there is no certified class, trial date, or any *Belaire-West* notice or similar correspondence that has been sent to the putative class.

1 I declare under penalty of perjury under the laws of California that the foregoing is  
2 true and correct. Executed on January 28, 2021 at Corte Madera, California.

3 By:   
4 Kevin Woodall

**PROOF OF SERVICE**

I, Kevin Woodall, am a resident of the State of California and over the age of 18, and not a party to the within action; my business address is 100 Pine Street, Suite 1250, San Francisco, CA 94111.

**ON JANUARY 28, 2021, I SERVED THE DOCUMENT(S) DESCRIBED AS:**

**PLAINTIFFS' *EX PARTE* APPLICATION TO DISMISS DEFENDANT MICHAEL R. EPSTEIN WITHOUT PREJUDICE; AND DECLARATION OF KEVIN WOODALL ISO THEREOF**

**[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION TO DISMISS DEFENDANT MICHAEL EPSTEIN FROM THIS CASE WITHOUT PREJUDICE**

on the following interested parties at the following address:

David Thatcher  
Patricia Matias  
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.  
Park Tower, 695 Town Center Drive, Fifteenth Floor  
Costa Mesa, CA 92626  
[david.thatcher@ogletreedeakins.com](mailto:david.thatcher@ogletreedeakins.com)  
[patricia.Matias@ogletreedeakins.com](mailto:patricia.Matias@ogletreedeakins.com)

Attorneys for CoWorx Staffing Services

- ☐ (BY MAIL) I served the foregoing document(s) by U.S. mail. I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence was deposited with the United States Postal Service this same day in the ordinary course of business at Tahoe Vista, California.
- ☐ (BY FACSIMILE) I transmitted via facsimile, the document(s) listed above to the fax number(s) set forth above on this date from Corte Madera, California. The transmitting facsimile machine telephone number is (415) 413-4629.
- ☐ (BY FEDEX GROUND) I served the foregoing document(s) by placing it in a sealed envelope or container provided by Federal Express, affixing a pre-paid air bill for ground delivery, and causing the envelope or container to be delivered to a Federal Express agent or depositing it in a box or other facility regularly maintained by Federal Express.
- ☐ (BY PERSONAL DELIVERY) I hired a vendor to personally deliver the foregoing document(s) to the addresses listed above.
- ☒ (BY EMAIL and E-SERVICE) I served the foregoing documents by sending them via email to Defendant's counsel listed above. In addition, One Legal electronically served the documents described above on the recipients designated on the Transaction Receipt (Defendant's counsel listed above) located on the One Legal website

1                   ([www.fileandserveexpress.com](http://www.fileandserveexpress.com)) pursuant to the Court's Local Rules  
2                   authorizing electronic service of the documents.

3                   Executed this January 28, 2021 at Corte Madera, California.

4                   I declare under penalty of perjury under the laws of the State of California and the  
5                   United States that the above is true and correct.

6                   

7                   \_\_\_\_\_  
8                   KEVIN F. WOODALL  
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ENDORSED  
FILED  
San Francisco County Superior Court

FEB 01 2021

CLERK OF THE COURT  
BY: J. ALAMEDA  
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO  
UNLIMITED JURISDICTION

LYSETTE GALVEZ, individually and on )  
behalf of those similarly situated, )

Plaintiffs, )

vs. )

COWORX STAFFING SERVICES LLC, a )  
Delaware Corporation; MICHAEL )  
EPSTEIN, an individual; and DOES 1 )  
through 10 inclusive; )

Defendants. )

Case No. CGC-19-578983

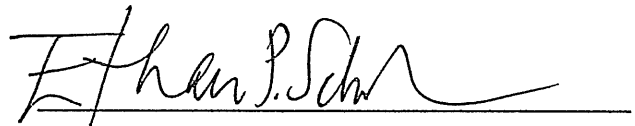
**[PROPOSED] ORDER GRANTING  
PLAINTIFFS' MOTION TO DISMISS  
DEFENDANT MICHAEL EPSTEIN  
FROM THIS CASE WITHOUT  
PREJUDICE**

~~PROPOSED~~ ORDER

The Plaintiff, through her counsel, appeared before the Court on February 1, 2021 on an *ex parte* application. Based on the evidence presented, Plaintiffs' *Ex Parte* Application seeking to dismiss Defendant Michael Epstein without prejudice, and declaration of Kevin Woodall, the Court makes the following ruling(s):

IT IS HEREBY ORDERED that Defendant Michael R. Epstein is dismissed without prejudice. The Order to Show Cause scheduled for February 9, 2021 is vacated.

Dated: Feb. 1, 2021



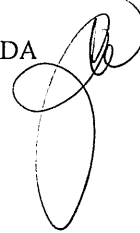
Judge of the Superior Court of California  
County of San Francisco

ETHAN P. SCHULMAN

I, the undersigned, certify that I am an employee of the Superior Court of California, County Of San Francisco and not a party to the above-entitled cause and that on February 01, 2021 I served the foregoing on each counsel of record or party appearing in propria persona by causing a copy thereof to be enclosed in a postage paid sealed envelope and deposited in the United States Postal Service mail box located at 400 McAllister Street, San Francisco CA 94102-4514 pursuant to standard court practice.

Date: Februarv 01. 2021

Bv: JACQUELINE ALAMEDA



Kevin F. Woodall, Esq.  
100 Pine St Suite 1250  
San Francisco, CA 94111

Patricia A. Matia, Esq.  
Ogletree, Deakins, Nash, Smoak &  
Stewart, P.C.  
Park Tower, Fifteenth Floor  
695 Town Center Drive  
Costa Mesa, CA 92626

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO  
400 McAllister Street, Room 346 DEPT. 302  
San Francisco, CA 94102-4514

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First Class Mail  
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Patricia A. Matia, Esq.  
Ogletree, Deakins, Nash, Smoak &  
Stewart, P.C.  
Park Tower, Fifteenth Floor  
695 Town Center Drive  
Costa Mesa, CA 92626

AVV-SEB 92626



# **EXHIBIT F**

CM-110

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  THOMAS D. RUTLEDGE SBN 200497 113 WEST G STREET, SUITE 231 SAN DIEGO, CA 92101  TELEPHONE NO.: 619-886-7224 FAX NO. (Optional): E-MAIL ADDRESS (Optional): thomasrutledgelaw@gmail.com ATTORNEY FOR (Name): Plaintiffs	<b>FOR COURT USE ONLY</b>   <b>ELECTRONICALLY FILED</b> <i>Superior Court of California, County of San Francisco</i>  <b>04/28/2021</b> <b>Clerk of the Court</b> BY: VANESSA WU Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO  STREET ADDRESS: MAILING ADDRESS: 400 McAllister Street CITY AND ZIP CODE: San Francisco, CA 94102-4514 BRANCH NAME: CIVIC CENTER COURTHOUSE	
PLAINTIFF/PETITIONER: LYSETTE GALVEZ, et al. DEFENDANT/RESPONDENT: COWORX STAFFING SERVICES LLC	
<b>CASE MANAGEMENT STATEMENT</b>  (Check one): <input checked="" type="checkbox"/> <b>UNLIMITED CASE</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>LIMITED CASE</b> (Amount demanded is \$25,000 or less)	CASE NUMBER: CGC-19-578983
A <b>CASE MANAGEMENT CONFERENCE</b> is scheduled as follows: Date: May 12, 2021 Time: 10:30 AM Dept.: 610 Div.: Room: Address of court (if different from the address above):  <input checked="" type="checkbox"/> <b>Notice of Intent to Appear by Telephone, by (name):</b> Thomas D. Rutledge	

**INSTRUCTIONS: All applicable boxes must be checked, and the specified information must be provided.**

1. **Party or parties** (answer one):
  - a. ☒ This statement is submitted by party (name): Plaintiffs
  - b. ☐ This statement is submitted jointly by parties (names):
  
2. **Complaint and cross-complaint** (to be answered by plaintiffs and cross-complainants only)
  - a. The complaint was filed on (date): September 4, 2019
  - b. ☐ The cross-complaint, if any, was filed on (date):
  
3. **Service** (to be answered by plaintiffs and cross-complainants only)
  - a. ☒ All parties named in the complaint and cross-complaint have been served, have appeared, or have been dismissed.
  - b. ☐ The following parties named in the complaint or cross-complaint
    - (1) ☐ have not been served (specify names and explain why not):
    - (2) ☐ have been served but have not appeared and have not been dismissed (specify names):
    - (3) ☐ have had a default entered against them (specify names):
  - c. ☒ The following additional parties may be added (specify names, nature of involvement in case, and date by which they may be served):  
 DOE Defendants; individual corporate officers/managing agents if case does not resolve at mediation and facts permit.
  
4. **Description of case**
  - a. Type of case in ☒ complaint ☐ cross-complaint (Describe, including causes of action):  
 This is a wage and hour class and PAGA action for claims involving failure to pay overtime, 203 penalties, wage statement violation, meal/ rest period violations (to be added), and multiple related Labor Code claims.

CM-110

PLAINTIFF/PETITIONER: LYSETTE GALVEZ, et al.	CASE NUMBER:
DEFENDANT/RESPONDENT: COWORX STAFFING SERVICES LLC	CGC-19-578983

4. b. Provide a brief statement of the case, including any damages. *(If personal injury damages are sought, specify the injury and damages claimed, including medical expenses to date [indicate source and amount], estimated future medical expenses, lost earnings to date, and estimated future lost earnings. If equitable relief is sought, describe the nature of the relief.)*
- Defendants have failed to pay overtime, travel time, issue wage statements that comply with Labor Code section 226, pay expense reimbursements, among other Labor Code claims. Plaintiffs will likely add meal/rest period premiums. Parties are getting ready for private mediation, which was rescheduled for an earlier date and had to be continued because Plaintiffs discovered more Labor Code violations and need more info. from Defendants.

☐ *(If more space is needed, check this box and attach a page designated as Attachment 4b.)*

5. **Jury or nonjury trial**

The party or parties request ☒ a jury trial ☐ a nonjury trial. *(If more than one party, provide the name of each party requesting a jury trial):*

6. **Trial date**

- a. ☐ The trial has been set for *(date)*:
- b. ☒ No trial date has been set. This case will be ready for trial within 12 months of the date of the filing of the complaint *(if not, explain)*:
- This case will not be ready for trial because the parties plan on appearing for private mediation.
- c. Dates on which parties or attorneys will not be available for trial *(specify dates and explain reasons for unavailability)*:
- This case will not be ready for trial in 12 months. The parties request to continue the CMC another nine months to allow Defendants to produce documents and help Plaintiffs prepare for private mediation.

7. **Estimated length of trial**

The party or parties estimate that the trial will take *(check one)*:

- a. ☒ days *(specify number)*: 14
- b. ☐ hours (short causes) *(specify)*:

8. **Trial representation** *(to be answered for each party)*

The party or parties will be represented at trial ☒ by the attorney or party listed in the caption ☒ by the following:

- a. Attorney: KEVIN WOODALL
- b. Firm: Woodall Law Offices
- c. Address: 580 California Street, 16th Floor, San Francisco, California 94104
- d. Telephone number: (415) 439-4803
- e. E-mail address: kevin@kwoodalllaw.com
- f. Fax number: (866) 937-4109
- g. Party represented: Plaintiffs
- ☐ Additional representation is described in Attachment 8.

9. **Preference**

☐ This case is entitled to preference *(specify code section)*:

10. **Alternative dispute resolution (ADR)**

- a. **ADR information package.** Please note that different ADR processes are available in different courts and communities; read the ADR information package provided by the court under rule 3.221 for information about the processes available through the court and community programs in this case.
- (1) For parties represented by counsel: Counsel ☒ has ☐ has not provided the ADR information package identified in rule 3.221 to the client and reviewed ADR options with the client.
- (2) For self-represented parties: Party ☐ has ☐ has not reviewed the ADR information package identified in rule 3.221.
- b. **Referral to judicial arbitration or civil action mediation** (if available).
- (1) ☐ This matter is subject to mandatory judicial arbitration under Code of Civil Procedure section 1141.11 or to civil action mediation under Code of Civil Procedure section 1775.3 because the amount in controversy does not exceed the statutory limit.
- (2) ☐ Plaintiff elects to refer this case to judicial arbitration and agrees to limit recovery to the amount specified in Code of Civil Procedure section 1141.11.
- (3) ☒ This case is exempt from judicial arbitration under rule 3.811 of the California Rules of Court or from civil action mediation under Code of Civil Procedure section 1775 et seq. *(specify exemption)*:
- CCP Sec. 1775.5-amount in controversy greater than \$50

CM-110

PLAINTIFF/PETITIONER: LYSETTE GALVEZ, et al.	CASE NUMBER:
DEFENDANT/RESPONDENT: COWORX STAFFING SERVICES LLC	CGC-19-578983

10. c. Indicate the ADR process or processes that the party or parties are willing to participate in, have agreed to participate in, or have already participated in (*check all that apply and provide the specified information*):

	The party or parties completing this form <b>are willing</b> to participate in the following ADR processes ( <i>check all that apply</i> ):	If the party or parties completing this form in the case <b>have agreed</b> to participate in or have already completed an ADR process or processes, indicate the status of the processes ( <i>attach a copy of the parties' ADR stipulation</i> ):
(1) Mediation	<input checked="" type="checkbox"/>	<input type="checkbox"/> Mediation session not yet scheduled <input checked="" type="checkbox"/> Mediation session scheduled for ( <i>date</i> ): TBA 2021 <input type="checkbox"/> Agreed to complete mediation by ( <i>date</i> ): TBA 2021 <input type="checkbox"/> Mediation completed on ( <i>date</i> ):
(2) Settlement conference	<input type="checkbox"/>	<input type="checkbox"/> Settlement conference not yet scheduled <input type="checkbox"/> Settlement conference scheduled for ( <i>date</i> ): <input type="checkbox"/> Agreed to complete settlement conference by ( <i>date</i> ): <input type="checkbox"/> Settlement conference completed on ( <i>date</i> ):
(3) Neutral evaluation	<input type="checkbox"/>	<input type="checkbox"/> Neutral evaluation not yet scheduled <input type="checkbox"/> Neutral evaluation scheduled for ( <i>date</i> ): <input type="checkbox"/> Agreed to complete neutral evaluation by ( <i>date</i> ): <input type="checkbox"/> Neutral evaluation completed on ( <i>date</i> ):
(4) Nonbinding judicial arbitration	<input type="checkbox"/>	<input type="checkbox"/> Judicial arbitration not yet scheduled <input type="checkbox"/> Judicial arbitration scheduled for ( <i>date</i> ): <input type="checkbox"/> Agreed to complete judicial arbitration by ( <i>date</i> ): <input type="checkbox"/> Judicial arbitration completed on ( <i>date</i> ):
(5) Binding private arbitration	<input type="checkbox"/>	<input type="checkbox"/> Private arbitration not yet scheduled <input type="checkbox"/> Private arbitration scheduled for ( <i>date</i> ): <input type="checkbox"/> Agreed to complete private arbitration by ( <i>date</i> ): <input type="checkbox"/> Private arbitration completed on ( <i>date</i> ):
(6) Other ( <i>specify</i> ):	<input type="checkbox"/>	<input type="checkbox"/> ADR session not yet scheduled <input type="checkbox"/> ADR session scheduled for ( <i>date</i> ): <input type="checkbox"/> Agreed to complete ADR session by ( <i>date</i> ): <input type="checkbox"/> ADR completed on ( <i>date</i> ):

CM-110

PLAINTIFF/PETITIONER: LYSETTE GALVEZ, et al.	CASE NUMBER:
DEFENDANT/RESPONDENT: COWORX STAFFING SERVICES LLC	CGC-19-578983

**11. Insurance**

- a. ☐ Insurance carrier, if any, for party filing this statement (*name*):
- b. Reservation of rights: ☐ Yes ☐ No
- c. ☐ Coverage issues will significantly affect resolution of this case (*explain*):

**12. Jurisdiction**

Indicate any matters that may affect the court's jurisdiction or processing of this case and describe the status.

☐ Bankruptcy ☐ Other (*specify*):

Status:

**13. Related cases, consolidation, and coordination**

- a. ☐ There are companion, underlying, or related cases.
- (1) Name of case:
- (2) Name of court:
- (3) Case number:
- (4) Status:
- ☐ Additional cases are described in Attachment 13a.
- b. ☐ A motion to ☐ consolidate ☐ coordinate will be filed by (*name party*):

**14. Bifurcation**

- ☐ The party or parties intend to file a motion for an order bifurcating, severing, or coordinating the following issues or causes of action (*specify moving party, type of motion, and reasons*):

**15. Other motions**

- ☐ The party or parties expect to file the following motions before trial (*specify moving party, type of motion, and issues*):
- Plaintiff will file a motion for class certification regardless of whether case settles. Perhaps motions to compel if case does not settle.

**16. Discovery**

- a. ☐ The party or parties have completed all discovery.
- b. ☒ The following discovery will be completed by the date specified (*describe all anticipated discovery*):

<u>Party</u>	<u>Description</u>	<u>Date</u>
Plaintiff	Written Discovery	December 2021
Plaintiff	Witness Depositions	February 2022
Plaintiff	Expert Discovery	March 2022

- c. ☐ The following discovery issues, including issues regarding the discovery of electronically stored information, are anticipated (*specify*):

CM-110

PLAINTIFF/PETITIONER: LYSETTE GALVEZ, et al.	CASE NUMBER:
DEFENDANT/RESPONDENT: COWORX STAFFING SERVICES LLC	CGC-19-578983

17. **Economic litigation**

- a. ☐ This is a limited civil case (i.e., the amount demanded is \$25,000 or less) and the economic litigation procedures in Code of Civil Procedure sections 90-98 will apply to this case.
- b. ☐ This is a limited civil case and a motion to withdraw the case from the economic litigation procedures or for additional discovery will be filed (*if checked, explain specifically why economic litigation procedures relating to discovery or trial should not apply to this case*):

18. **Other issues**

- ☒ The party or parties request that the following additional matters be considered or determined at the case management conference (*specify*):
- (1) Plaintiffs request the CMC be continued to no earlier than 11-15-2021 to give the parties a chance to mediate. Parties originally were scheduled to attend mediation in Feb. 2021, but Plaintiffs discovered more evidence was needed to be afforded enough information to assess damages and liability. Parties intend to mediate before 11-15-2021.

19. **Meet and confer**

- a. ☐ The party or parties have met and conferred with all parties on all subjects required by rule 3.724 of the California Rules of Court (*if not, explain*):
- The parties have not met and conferred because parties just got notice of this CMC today, less than 15 days notice. Notwithstanding, Plaintiffs are confident Defendant agrees to a continuance, too.
- b. After meeting and conferring as required by rule 3.724 of the California Rules of Court, the parties agree on the following (*specify*):

20. Total number of pages attached (*if any*): 0

I am completely familiar with this case and will be fully prepared to discuss the status of discovery and alternative dispute resolution, as well as other issues raised by this statement, and will possess the authority to enter into stipulations on these issues at the time of the case management conference, including the written authority of the party where required.

Date: 4-27-2021

THOMAS D. RUTLEDGE

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY)

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY)

☐ Additional signatures are attached.

**PROOF OF SERVICE**

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

I, THOMAS D. RUTLEDGE, the undersigned, am employed in the County of San Diego, State of California; I am over the age of 18 and not a party to the within action; my business address is 113 West G Street, Suite 231, San Diego, California 92101.

On April 27, 2021, I served the foregoing document(s) described as:

**PLAINTIFFS' CASE MANAGEMENT STATEMENT**

on the interested parties to this action by placing a copy thereof enclosed in a sealed envelope addressed as follows: **See Attached List.**

☒ (BY EMAIL) I am readily familiar with the business practice for collection and processing of correspondence for emailing. This correspondence was sent via email in the ordinary course of business at our Firm's office address in San Diego, California via ONE LEGAL.

☒ (BY MAIL) I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence was deposited with the United States Postal Service this same day in the ordinary course of business at our Firm's office address in San Diego, California. Service made pursuant to this paragraph, upon motion of a party served, shall be presumed invalid if the postal cancellation date of postage meter date on the envelope is more than one day after the date of deposit for mailing contained in this affidavit.

☐ (BY PERSONAL SERVICE) I caused such envelope to be delivered by hand to the offices of the above named addressee(s).

☐ (BY FACSIMILE) I caused such documents to be delivered via facsimile to the offices of the addressee(s) at the following facsimile number:

Executed April 27, 2021, at San Diego, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

/s/THOMAS D. RUTLEDGE  
THOMAS D. RUTLEDGE

Thomas D. Rutledge  
Attorney-at-Law  
113 West G Street, Suite 231  
San Diego, California 92101  
Telephone: (619) 886-7224  
Facsimile: (619) 259-5455

**SERVICE LIST**

Patricia A. Matias  
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.  
695 Town Center Drive, Fifteenth Floor  
Costa Mesa, California 92626

Attorneys for Defendants

Thomas D. Rutledge  
Attorney-at-Law  
113 West G Street, Suite 231  
San Diego, California 92101  
Telephone: (619) 886-7224

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Patricia A. Matias (CA Bar No. 254125) OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C. Park Tower, Fifteenth Floor, 695 Town Center Drive Costa Mesa, CA 92626 TELEPHONE NO.: (714) 800-7900 FAX NO. (Optional): (714) 754-1298 E-MAIL ADDRESS (Optional): patricia.matias@ogletree.com ATTORNEY FOR (Name): Defendant CoWorx Staffing Services LLC	<b>FOR COURT USE ONLY</b>  <b>ELECTRONICALLY FILED</b> Superior Court of California, County of San Francisco  <b>04/16/2021</b> <b>Clerk of the Court</b> BY: VANESSA WU Deputy Clerk
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO</b>  STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: CITY AND ZIP CODE: San Francisco, CA 94102-4514 BRANCH NAME: Civic Center Courthouse	
PLAINTIFF/PETITIONER: LYSETTE GALVEZ DEFENDANT/RESPONDENT: COWORX STAFFING SERVICES LLC, et al.	
<b>CASE MANAGEMENT STATEMENT</b> (Check one): <input checked="" type="checkbox"/> <b>UNLIMITED CASE</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>LIMITED CASE</b> (Amount demanded is \$25,000 or less)	CASE NUMBER: CGC-19-578983
A <b>CASE MANAGEMENT CONFERENCE</b> is scheduled as follows: Date: May 12, 2021 Time: 8:30 a.m. Dept.: 610 Div.: Room: Address of court (if different from the address above):  <input checked="" type="checkbox"/> <b>Notice of Intent to Appear by Telephone, by (name):</b> Patricia A. Matias	

**INSTRUCTIONS: All applicable boxes must be checked, and the specified information must be provided.**

1. **Party or parties** (answer one):
  - a. ☒ This statement is submitted by party (name): CoWorx Staffing Services, LLC
  - b. ☐ This statement is submitted **jointly** by parties (names):
  
2. **Complaint and cross-complaint** (to be answered by plaintiffs and cross-complainants only)
  - a. The complaint was filed on (date):
  - b. ☐ The cross-complaint, if any, was filed on (date):
  
3. **Service** (to be answered by plaintiffs and cross-complainants only)
  - a. ☐ All parties named in the complaint and cross-complaint have been served, have appeared, or have been dismissed.
  - b. ☐ The following parties named in the complaint or cross-complaint
    - (1) ☐ have not been served (specify names and explain why not):
    - (2) ☐ have been served but have not appeared and have not been dismissed (specify names):
    - (3) ☐ have had a default entered against them (specify names):
  - c. ☐ The following additional parties may be added (specify names, nature of involvement in case, and date by which they may be served):
  
4. **Description of case**
  - a. Type of case in ☒ complaint ☐ cross-complaint (Describe, including causes of action):  
 Class and PAGA complaint alleging failure to pay wages, untimely final wages, improper wage statements, failure to reimburse business expenses, and unfair competition.

PLAINTIFF/PETITIONER: LYSETTE GALVEZ	CASE NUMBER: CGC-19-578983
DEFENDANT/RESPONDENT: COWORX STAFFING SERVICES LLC, et al.	

4. b. Provide a brief statement of the case, including any damages. *(If personal injury damages are sought, specify the injury and damages claimed, including medical expenses to date [indicate source and amount], estimated future medical expenses, lost earnings to date, and estimated future lost earnings. If equitable relief is sought, describe the nature of the relief.)*  
 Plaintiff has filed a class and representative action under PAGA, alleging violations of California wage and hour laws. Defendant disputes Plaintiff's allegations and disputes that Plaintiff may maintain a class or representative action.

☐ *(If more space is needed, check this box and attach a page designated as Attachment 4b.)*

5. **Jury or nonjury trial**

The party or parties request ☐ a jury trial ☒ a nonjury trial. *(If more than one party, provide the name of each party requesting a jury trial):*

6. **Trial date**

- a. ☐ The trial has been set for *(date)*:  
 b. ☒ No trial date has been set. This case will be ready for trial within 12 months of the date of the filing of the complaint *(if not, explain)*:  
 c. Dates on which parties or attorneys will not be available for trial *(specify dates and explain reasons for unavailability)*:  
 Nov. 15-19, 22-23, Dec. 6, 2021 trials; Dec. 6-10, 13-15 arbitration; Jan 4, March 22-28, 2022 trials; April 18-22, 2022 arbitration; July 11-15, 2022 arbitration; Aug. 7, 2023 trial; November 13, 2023 trial.

7. **Estimated length of trial**

The party or parties estimate that the trial will take *(check one)*:

- a. ☒ days *(specify number)*: 14-28 days  
 b. ☐ hours (short causes) *(specify)*:

8. **Trial representation** *(to be answered for each party)*

The party or parties will be represented at trial ☒ by the attorney or party listed in the caption ☐ by the following:

- a. Attorney:  
 b. Firm:  
 c. Address:  
 d. Telephone number:  
 e. E-mail address:  
 f. Fax number:  
 g. Party represented:  
☐ Additional representation is described in Attachment 8.

9. **Preference**

☐ This case is entitled to preference *(specify code section)*:

10. **Alternative dispute resolution (ADR)**

- a. **ADR information package.** Please note that different ADR processes are available in different courts and communities; read the ADR information package provided by the court under rule 3.221 for information about the processes available through the court and community programs in this case.

(1) For parties represented by counsel: Counsel ☒ has ☐ has not provided the ADR information package identified in rule 3.221 to the client and reviewed ADR options with the client.

(2) For self-represented parties: Party ☐ has ☐ has not reviewed the ADR information package identified in rule 3.221.

- b. **Referral to judicial arbitration or civil action mediation** (if available).

(1) ☐ This matter is subject to mandatory judicial arbitration under Code of Civil Procedure section 1141.11 or to civil action mediation under Code of Civil Procedure section 1775.3 because the amount in controversy does not exceed the statutory limit.

(2) ☐ Plaintiff elects to refer this case to judicial arbitration and agrees to limit recovery to the amount specified in Code of Civil Procedure section 1141.11.

(3) ☐ This case is exempt from judicial arbitration under rule 3.811 of the California Rules of Court or from civil action mediation under Code of Civil Procedure section 1775 et seq. *(specify exemption)*:

PLAINTIFF/PETITIONER: LYSETTE GALVEZ	CASE NUMBER: CGC-19-578983
DEFENDANT/RESPONDENT: COWORX STAFFING SERVICES LLC, et al.	

10. c. Indicate the ADR process or processes that the party or parties are willing to participate in, have agreed to participate in, or have already participated in (*check all that apply and provide the specified information*):

	The party or parties completing this form <b>are willing</b> to participate in the following ADR processes ( <i>check all that apply</i> ):	If the party or parties completing this form in the case <b>have agreed</b> to participate in or have already completed an ADR process or processes, indicate the status of the processes ( <i>attach a copy of the parties' ADR stipulation</i> ):
(1) Mediation	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Mediation session not yet scheduled <input type="checkbox"/> Mediation session scheduled for (date): <input type="checkbox"/> Agreed to complete mediation by (date): <input type="checkbox"/> Mediation completed on (date):
(2) Settlement conference	<input type="checkbox"/>	<input type="checkbox"/> Settlement conference not yet scheduled <input type="checkbox"/> Settlement conference scheduled for (date): <input type="checkbox"/> Agreed to complete settlement conference by (date) : <input type="checkbox"/> Settlement conference completed on (date):
(3) Neutral evaluation	<input type="checkbox"/>	<input type="checkbox"/> Neutral evaluation not yet scheduled <input type="checkbox"/> Neutral evaluation scheduled for (date): <input type="checkbox"/> Agreed to complete neutral evaluation by (date): <input type="checkbox"/> Neutral evaluation completed on (date):
(4) Nonbinding judicial arbitration	<input type="checkbox"/>	<input type="checkbox"/> Judicial arbitration not yet scheduled <input type="checkbox"/> Judicial arbitration scheduled for (date): <input type="checkbox"/> Agreed to complete judicial arbitration by (date): <input type="checkbox"/> Judicial arbitration completed on (date):
(5) Binding private arbitration	<input type="checkbox"/>	<input type="checkbox"/> Private arbitration not yet scheduled <input type="checkbox"/> Private arbitration scheduled for (date): <input type="checkbox"/> Agreed to complete private arbitration by (date): <input type="checkbox"/> Private arbitration completed on (date):
(6) Other ( <i>specify</i> ):	<input type="checkbox"/>	<input type="checkbox"/> ADR session not yet scheduled <input type="checkbox"/> ADR session scheduled for (date): <input type="checkbox"/> Agreed to complete ADR session by (date): <input type="checkbox"/> ADR completed on (date):



PLAINTIFF/PETITIONER: LYSETTE GALVEZ	CASE NUMBER: CGC-19-578983
DEFENDANT/RESPONDENT: COWORX STAFFING SERVICES LLC, et al.	

**11. Insurance**

- a. ☐ Insurance carrier, if any, for party filing this statement (*name*):
- b. Reservation of rights: ☐ Yes ☐ No
- c. ☐ Coverage issues will significantly affect resolution of this case (*explain*):

**12. Jurisdiction**

Indicate any matters that may affect the court's jurisdiction or processing of this case and describe the status.

☐ Bankruptcy ☐ Other (*specify*):

Status:

**13. Related cases, consolidation, and coordination**

- a. ☐ There are companion, underlying, or related cases.
- (1) Name of case:
- (2) Name of court:
- (3) Case number:
- (4) Status:
- ☐ Additional cases are described in Attachment 13a.
- b. ☐ A motion to ☐ consolidate ☐ coordinate will be filed by (*name party*):

**14. Bifurcation**

- ☐ The party or parties intend to file a motion for an order bifurcating, severing, or coordinating the following issues or causes of action (*specify moving party, type of motion, and reasons*):

**15. Other motions**

- ☒ The party or parties expect to file the following motions before trial (*specify moving party, type of motion, and issues*):
- Motion for summary judgment or adjudication.

**16. Discovery**

- a. ☐ The party or parties have completed all discovery.
- b. ☐ The following discovery will be completed by the date specified (*describe all anticipated discovery*):

Party

Description

Date

The parties have agreed to stay formal discovery pending mediation.

- c. ☐ The following discovery issues, including issues regarding the discovery of electronically stored information, are anticipated (*specify*):

PLAINTIFF/PETITIONER: LYSETTE GALVEZ	CASE NUMBER: CGC-19-578983
DEFENDANT/RESPONDENT: COWORX STAFFING SERVICES LLC, et al.	

**17. Economic litigation**

- a. ☐ This is a limited civil case (i.e., the amount demanded is \$25,000 or less) and the economic litigation procedures in Code of Civil Procedure sections 90-98 will apply to this case.
- b. ☐ This is a limited civil case and a motion to withdraw the case from the economic litigation procedures or for additional discovery will be filed (*if checked, explain specifically why economic litigation procedures relating to discovery or trial should not apply to this case*):

**18. Other issues**

- ☒ The party or parties request that the following additional matters be considered or determined at the case management conference (*specify*): The parties have agreed to stay formal discovery pending mediation.

**19. Meet and confer**

- a. ☒ The party or parties have met and conferred with all parties on all subjects required by rule 3.724 of the California Rules of Court (*if not, explain*):
- b. After meeting and conferring as required by rule 3.724 of the California Rules of Court, the parties agree on the following (*specify*):

20. Total number of pages attached (*if any*): 0

I am completely familiar with this case and will be fully prepared to discuss the status of discovery and alternative dispute resolution, as well as other issues raised by this statement, and will possess the authority to enter into stipulations on these issues at the time of the case management conference, including the written authority of the party where required.

Date: April 16, 2021

Patricia A. Matias

(TYPE OR PRINT NAME)

▶ 

(SIGNATURE OF PARTY OR ATTORNEY)

▶

(SIGNATURE OF PARTY OR ATTORNEY)

☐ Additional signatures are attached.

46791044.1

**PROOF OF SERVICE**

*Lysette Galvez v. CoWorx Staffing Services LLC, et al.*  
Case No. CGC-19-578983

I am and was at all times herein mentioned over the age of 18 years and not a party to the action in which this service is made. At all times herein mentioned I have been employed in the County of Orange in the office of a member of the bar of this court at whose direction the service was made. My business address is Park Tower, Fifteenth Floor, 695 Town Center Drive, Costa Mesa, CA 92626.

On April 16, 2021, I served the following document(s):

**CASE MANAGEMENT STATEMENT**

by placing ☐ (the original) ☒ (a true copy thereof) in a sealed envelope addressed as stated on the attached service list.

☒ **BY MAIL:** I placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with the practice of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.'s practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

☐ **BY MAIL:** I deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid at Park Tower, Fifteenth Floor, 695 Town Center Drive, Costa Mesa, CA 92626.

☐ **BY OVERNIGHT DELIVERY:** I placed the sealed envelope(s) or package(s) designated by the express service carrier for collection and overnight delivery by following the ordinary business practices of Ogletree, Deakins, Nash, Smoak & Stewart P.C., Costa Mesa, California. I am readily familiar with Ogletree, Deakins, Nash, Smoak & Stewart P.C.'s practice for collecting and processing of correspondence for overnight delivery, said practice being that, in the ordinary course of business, correspondence for overnight delivery is deposited with delivery fees paid or provided for at the carrier's express service offices for next-day delivery.

☐ **BY MESSENGER SERVICE:** (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents in an envelope or package clearly labeled to identify the attorney being served with a receptionist or an individual in charge of the office. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not less than 18 years of age between the hours of eight in the morning and six in the evening.

☐ **BY FACSIMILE** by transmitting a facsimile transmission a copy of said document(s) to the following addressee(s) at the following number(s), in accordance with:

☐ the written confirmation of counsel in this action:

☐ [State Court motion, opposition, or reply only] Code of Civil Procedure section 1005(b):

☐ **BY E-MAIL OR ELECTRONIC TRANSMISSION:** Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the

1 documents to be sent to the person(s) at the e-mail addresses listed on the attached service  
2 list. I did not receive, within a reasonable time after the transmission, any electronic message  
or other indication that the transmission was unsuccessful.

3 ☒ (State) I declare under penalty of perjury under the laws of the State of California that  
4 the above is true and correct.

5 Executed on April 16, 2021, at Sam Diego, California.

6 

7 \_\_\_\_\_  
Pamela Blanton

**SERVICE LIST**

Kevin F. Woodall, Esq.  
WOODALL LAW OFFICES  
100 Pine Street, Suite 1250  
San Francisco, CA 94111  
Telephone: 415-413-4629  
Facsimile: 866-937-4109  
[kevin@woodalllaw.com](mailto:kevin@woodalllaw.com)

Attorneys for Plaintiff  
Lysette Galvez and those similarly situated

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO**

400 MCALLISTER STREET, SAN FRANCISCO, CA 94102-4514

LYSETTE GALVEZ

PLAINTIFF (S)

VS.

COWORX STAFFING SERVICES LLC et al

DEFENDANT (S)

**Case Management Department 610  
Case Management Order**

**NO. CGC-19-578983**

**Notice of Time and Place of Trial  
AND Trial Order**

TO: ALL COUNSEL AND SELF-REPRESENTED LITIGANTS

The May-12-2021 CASE MANAGEMENT CONFERENCE is canceled.

YOU ARE HEREBY NOTIFIED that this case is set for Court TRIAL on Sep-06-2022 at 9:30 am in Department 206.

If any party objects to this order, written notice of the objection must be filed with the Court; a courtesy copy must be delivered to Department 610 and served on all parties; and all counsel must appear for an objection hearing on May-12-2021 in Department 610 at 10:30 am.

After May-12-2021, ALL REQUESTS FOR CONTINUANCE MUST BE SUBMITTED TO THE PRESIDING JUDGE in Department 206, 400 MCALLISTER STREET, SAN FRANCISCO, CA 94102-4514.

If an Interpreter has been requested, contact the Interpreter Coordinator at [InterpreterRequests@sftc.org](mailto:InterpreterRequests@sftc.org). If you do not have access to email please call 415-551-0654.

ALL PARTIES ARE ORDERED to call 415-551-3685 or e-mail the court at [Department206@sftc.org](mailto:Department206@sftc.org) seven to fourteen days before the trial date and provide the following information:

1. Party Name and Attorney Name (if represented)
2. Case Name and Number
3. Trial date and estimate of total trial time (including motions in limine and jury selection)
4. Are you interested in a settlement conference on the day of trial?
5. Provide a brief description of the case, including damages. If calling, description is limited to three minutes or less.
6. If the case has settled, is this a global settlement as to all parties and all causes of action, and is the settlement conditional or unconditional?

Parties must appear on the day of trial unless a Notice of Dismissal, Settlement, or Stay is filed with courtesy copies delivered to Department 206 by 4:00 PM on the Thursday before trial.

If the trial date is continued, this order applies to the new trial date. Failure to comply with this order may result in monetary sanctions, C.C.P. §177.5.

DATED: APR-28-2021

SAMUEL K. FENG

JUDGE OF THE SUPERIOR COURT

I, the undersigned, certify that I am an employee of the Superior Court of California, County of San Francisco and not a party to the above-entitled cause and that on APR-28-2021 I served the attached Notice of Time and Place of Trial AND Trial Order by placing a copy thereof in an envelope addressed to all parties to this action as listed below. I then placed the envelope in the outgoing mail at 400 McAllister Street, San Francisco, CA 94102, on the date indicated above for collection, sealing of the envelope, attachment of required prepaid postage, and mailing on that date, following standard court practice.

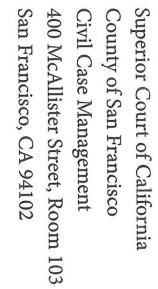
Dated : APR-28-2021

By: VANESSA WU

KEVIN F. WOODALL (180650)  
100 PINE ST SUITE 1250  
SAN FRANCISCO, CA 94111

PATRICIA A. MATIAS (254125)  
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.  
PARK TOWER, FIFTEENTH FLOOR  
695 TOWN CENTER DRIVE  
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PATRICIA A. MATIAS (254125)  
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.  
PARK TOWER, FIFTEENTH FLOOR  
695 TOWN CENTER DRIVE  
COSTA MESA, CA 92626



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# EXHIBIT G

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ATTORNEYS FOR PLAINTIFF, LYSETTE GALVEZ AND THOSE  
SIMILARLY SITUATED

DAVID R. ONGARO  
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ATTORNEYS FOR DEFENDANT, COWORX  
STAFFING SERVICES LLC

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO  
UNLIMITED JURISDICTION**

LYSETTE GALVEZ, INDIVIDUALLY AND  
ON BEHALF OF THOSE SIMILARLY  
SITUATED,

PLAINTIFFS,

V.

COWORX STAFFING SERVICES LLC,  
A DELAWARE CORPORATION; MICHAEL  
EPSTEIN, AN INDIVIDUAL; AND DOES 1  
THROUGH 10, INCLUSIVE,

DEFENDANTS.

CASE No. CGC-19-578983

**STIPULATION TO FILE SECOND  
AMENDED COMPLAINT;  
[PROPOSED] ORDER THEREON**

**FILED**  
Superior Court of California  
County of San Francisco  
SEP - 3 2021  
CLERK OF THE COURT  
BY: *[Signature]*  
Deputy Clerk

STIPULATION TO FILE SECOND AMENDED COMPLAINT; [PROPOSED] ORDER THEREON

1 WHEREAS, after preliminary discovery, Plaintiff Galvez ("Galvez") believes she  
 2 has additional claims against Defendants CoWorx Staffing Services LLC ("CoWorx")  
 3 and other Defendants, including meal and rest period claims under Labor Code §§ 226.7  
 4 and 512 and failure to maintain proper time entry record claims under Labor Code § 1174  
 5 ("New Claims"). Galvez also determined existing claims could be asserted against other  
 6 Defendants;

7 WHEREAS, while CoWorx contests liability relating to the New Claims, it is  
 8 willing to stipulate that Galvez can file the attached Second Amended Complaint, which  
 9 contains the foregoing New Claims against CoWorx and names other Defendants, along  
 10 with additional allegations in support of existing claims, without conceding that bringing  
 11 any claim against the new Defendants is proper or timely;

12 WHEREAS, CoWorx and Galvez agreed the new meal period claim, along with  
 13 new PAGA claims asserted in a PAGA notice dated February 25, 2021 are tolled from  
 14 February 25, 2021 to present (in addition to any tolling set forth under applicable laws,  
 15 regulations and court orders);

16 WHEREAS, CoWorx and Galvez stipulate that the New Claims in the Second  
 17 Amended Complaint do not relate back to the filing of the original complaint, and all  
 18 Parties reserve all arguments with respect to whether any claims against the new  
 19 Defendants relate back to the filing of the original complaint;

20 IT IS HEREBY STIPULATED:

- 21 1. Plaintiff Galvez can file the attached Second Amended Complaint;
- 22 2. The new meal period claim and other new PAGA claims asserted in the PAGA  
 23 notice dated February 25, 2021 are tolled from February 25, 2021 to present;
- 24 3. The New Claims (meal and rest period claims and failure to maintain proper  
 25 time entry records) do not relate back to the original complaint; and
- 26 4. As to any newly-named Defendant, all parties reserve all arguments as to  
 27 whether bringing any claims against those Defendants was timely or proper,  
 28 and whether any claim against any new Defendant relates back to the original

1 complaint.

2  
3 Dated: August 25, 2021

WOODALL LAW OFFICES

4 By: /s/ Kevin F. Woodall  
5 Kevin F. Woodall

6 Attorneys for Plaintiff Lysette Galvez and  
7 those similarly situated

8  
9  
10 Dated: August 25, 2021

ONGARO PC

11  
12 By: /s/ David R. Ongaro  
13 David R. Ongaro

14 Attorneys for Defendant CoWorx Staffing  
15 Services LLC  
16  
17  
18  
19  
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27  
28


**ORDER**

For good cause shown, the Court hereby orders as follows:

1. Plaintiff Galvez shall file the attached Second Amended Complaint, *within 10 days from notice of entry of this order.*
2. The new meal period claim and other new claims asserted in the PAGA notice dated February 25, 2021 are tolled from February 25, 2021 to present; and
3. The new claims (meal and rest period claims and failure to maintain proper time entry records) do not relate back to the original complaint.

IT IS SO ORDERED.

DATED: *Sept. 2*, 2021

  
SUPERIOR COURT JUDGE  
ETHAN P. SCHULMAN

KEVIN F. WOODALL (SBN 180650)  
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 THOMASRUTLEDGELAW@GMAIL.COM

ATTORNEYS FOR PLAINTIFFS, LYSETTE  
 GALVEZ AND THOSE SIMILARLY  
 SITUATED

**SUPERIOR COURT OF CALIFORNIA**  
**COUNTY OF SAN FRANCISCO**  
**UNLIMITED JURISDICTION**

LYSETTE GALVEZ, INDIVIDUALLY  
 AND ON BEHALF OF THOSE SIMILARLY  
 SITUATED,

PLAINTIFFS,

V.

COWORX STAFFING SERVICES  
 LLC, a Delaware Corporation;  
 MICHAEL EPSTEIN, an individual;  
 ROBERT BADOLATO, an individual; TIM  
 HARTNETT, an individual; KEN  
 SUDNIKOVICH, an individual;

AND DOES 1 THROUGH 10, INCLUSIVE,  
 DEFENDANTS.

CASE No. CGC-19-578983

Judge: Garrett L. Wong

Department: CR 610

**SECOND AMENDED CLASS  
 ACTION COMPLAINT AND PAGA  
 REPRESENTATIVE ACTION**

- 1) Failure to Provide Employee Records;
- 2) Failure to Pay Overtime Wages;
- 3) Failure to Pay Minimum and Regular Wages;
- 4) Failure to Make Timely Final Wage Payments;
- 5) Failure to Provide Proper Itemized Wage Statements;
- 6) Failure to Reimburse Expenses;
- 7) Failure to Maintain Required Records in Violation of California Labor Code §§ 1174, *et seq.*;
- 8) Meal and Rest Break Claims;
- 9) Unfair Competition

) Complaint Filed: September 4, 2019  
 ) Trial Date: TBA  
 ) Disc. Cutoff: TBA

) **JURY TRIAL DEMANDED**

Plaintiff LYSETTE GALVEZ, on behalf of herself and others similarly situated (“Plaintiff” or collectively “Plaintiffs”), makes the following allegations against Defendants, Coworx Staffing Services LLC, Michael Epstein, Robert Badolato, Tim Hartnett, Ken Sudnikovich and Does 1 through 10, inclusive.

**I. NATURE OF ACTION AND INTRODUCTORY STATEMENT.**

1. Plaintiffs bring this class action against Defendant COWORX STAFFING SERVICES LLC, MICHAEL EPSTEIN, Robert Badolato, Tim Hartnett, Ken Sudnickovich and Does 1 through 10, inclusive (“Defendants”) for engaging in systematic violations of wage and hour laws.

2. On information and belief, Defendants failed to: (1) pay Plaintiffs and other current and former non-exempt employees overtime wages, regular wages and minimum wages in violation of Labor Code §§ 510, 1194 and 1197, Industrial Welfare Commission Wage Orders (the “IWC Wage Orders”); (2) provide Plaintiffs and current and former non-exempt California employees with proper wage statements in violation of Labor Code § 226; (3) timely pay all final wages and wages during employment to Plaintiffs and former non-exempt California employees from February 1, 2019 to present in violation of Labor Code §§ 201-203; (4) reimburse Plaintiffs and current and former non-exempt California employees for all business expenses in violation of Labor Code § 2802; (5) maintain records in accordance with the Labor Code and the applicable Wage Order(s); and (6) pay premium payments for missed meal and rest breaks.

1 3. Plaintiffs also contends that they requested their personnel files and wage  
2 statements, but Defendants did not timely produce them.

3 4. Plaintiffs also brings Private Attorneys General Act ("PAGA") claims  
4 against Defendants for the same violations, among others.

5 5. Plaintiffs seeks all damages, restitution, injunctive relief, statutory penalties,  
6 civil penalties and other relief to which she and other similarly situated current and  
7 former non-exempt employees of Defendants are entitled under California law.

## 8 II. JURISDICTION AND VENUE

9 6. Defendants are subject to the Court's personal jurisdiction and have minimal  
10 contacts with this county.

11 7. Defendants conduct business by providing staffing services to clients within  
12 this county.

13 8. In addition, venue is proper in this Court under Code of Civil Procedure §§  
14 395, *et seq.* because, on information and belief, a substantial number of events,  
15 obligations, and claims accrued or occurred in this county.

16 9. Defendant COWORX STAFFING SERVICES LLC is a registered limited  
17 liability company in Delaware without an office in California, according to the  
18 California Secretary of State's website.

19 10. On information and belief, Defendant Michael Epstein resides in New  
20 Jersey and owned and operated Defendant COWORX STAFFING SERVICES  
21 LLC during the putative Class Period.

## 22 III. PARTIES.

23 11. Plaintiff Lysette Galvez is and at all relevant times was a resident of  
24 Chula Vista, California.

25 12. At all relevant times, Defendant COWORX STAFFING SERVICES  
26 LLC was a Delaware limited liability company without an office in the State of  
27 California.

28 13. During relevant times, Defendant MICHAEL EPSTEIN was a

1 manager and member of Defendant COWORX STAFFING SERVICES LLC,  
2 and, as such, this Defendant is believed to be an “other person acting on behalf of  
3 an employer” within the meaning of Labor Code §§ 558 and 558.1.

4 14. During relevant times, Defendant ROBERT BODOLATO is and was  
5 Defendant COWORX STAFFING SERVICES LLC’s Chief Financial Officer and,  
6 as such, this Defendant is believed to be an “other person acting on behalf of an  
7 employer” within the meaning of Labor Code §§ 558 and 558.1.

8 15. During relevant times, Defendant TIM HARNETT is and was  
9 Defendant COWORX STAFFING SERVICES LLC’s Chief Executive Officer  
10 and, as such, this Defendant is believed to be an “other person acting on behalf of  
11 an employer” within the meaning of Labor Code §§ 558 and 558.1.

12 16. During relevant times, Defendant KEN SUDNIKOVICH is and was  
13 Defendant COWORX STAFFING SERVICES LLC’s Chief Operating Officer  
14 and, as such, this Defendant is believed to be an “other person acting on behalf of  
15 an employer” within the meaning of Labor Code §§ 558 and 558.1.

16 17. The true names and capacities of the Defendants named as DOES 1  
17 through 10, inclusive, are presently unknown to Plaintiffs. Plaintiffs will amend  
18 this Complaint, setting forth the true names and capacities of these fictitious  
19 Defendants when they are ascertained. Plaintiffs are informed and believe and  
20 thereon alleges that each Defendant, directly or indirectly, or through agents or  
21 other persons, jointly employed Plaintiffs, and exercised control over her working  
22 conditions, pay and discharge. Plaintiffs are informed and believe and thereon  
23 allege that, at all relevant times, each Defendant was the principal, agent, partner,  
24 joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent  
25 corporation, successor in interest, alter ego, and/or predecessor in interest of some  
26 or all of the other Defendants, and was engaged with some or all of the other  
27 Defendants in a joint enterprise for profit, and bore such other relationships to  
28 some or all of the other Defendants so as to be liable for their conduct with respect

1 to the matters alleged below. Plaintiffs are informed and believe and thereon  
 2 allege that each Defendant acted pursuant to and within the scope of the  
 3 relationships alleged above, that each Defendant knew or should have known  
 4 about, and authorized, ratified, adopted, approved, controlled, and aided and  
 5 abetted the conduct of all other Defendants.

#### 6 IV. CLASS ACTION ALLEGATIONS.

7 18. Plaintiff GALVEZ brings claims on behalf of herself and all other  
 8 similarly situated current and former non-exempt employees of Defendants who  
 9 worked in California (collectively, the "Class") as a class action pursuant to Code  
 10 of Civil Procedure § 382.

11 19. Plaintiff GALVEZ seeks to represent the classes and/or subclasses  
 12 composed of and defined as follows:

13 **All current or former nonexempt employees who worked**  
 14 **in California, at any time, from September 4, 2015 to the**  
 15 **present for the Defendants.**

16 20. Plaintiff GALVEZ seeks to represent the following subclasses:

17 **Overtime Wage Subclass:** All non-exempt employees who, four years before  
 18 the filing of this action to the present, worked over eight (8) hours in a workday  
 19 or forty (40) hours in a workweek.

20 **Minimum Wage Subclass:** All non-exempt employees who, four years before  
 21 the filing of this action to the present, worked for Defendants.

22 **Wage Statement Subclass:** All employees who, from one year before the  
 23 filing of this action to the present, are included in the Overtime Wage Class  
 24 and/or Minimum Wage Class.

25 **Waiting Time Subclass:** All former non-exempt employees who, from  
 26 February 1, 2019 to the present, are in the Overtime Wage Class, the Minimum  
 27 Wage Class and/or did not receive all wages due on the termination date or  
 28 within 72 hours of resignation.

1       **Unreimbursed Expenses Subclass:** All employees who, four years before the  
2       filing of this action to the present, were not reimbursed for business related  
3       expenses, such as mileage and automobile expenses associated with driving to  
4       client locations and/or cell phone and internet expenses despite using such  
5       devices or services for business purposes or other expenses.

6       **Meal and Rest Break Subclass:** All putative Class Members who, during the  
7       applicable statute of limitations period worked for Defendants in California as  
8       an hourly-paid non-exempt employee, were not provided compliant meal  
9       and/or rest breaks and were not provided one hour of pay at their regular rate of  
10      compensation in lieu thereof.

11      **Recordkeeping Subclass:** All putative Class Members who, during the  
12      applicable statutory period, worked for Defendants wherein said  
13      Defendants failed to maintain proper and required records of their  
14      employees.

15      **Labor Code § 201.3 Penalty Subclass:** All putative Class Members  
16      who worked for Defendants during the applicable limitations period and  
17      who were issued paychecks more than one week after they performed  
18      labor.

19      **UCL Subclass:** All putative Class Members who, during the relevant  
20      period, worked for Defendants and who, as a result of said Defendants'  
21      unfair business acts and/or practices, may have the right to restitution in  
22      the form of (1) unreimbursed business-related expenses and/or (2) wages  
23      and/or premium pay that were earned but were unpaid.  
24

21. Plaintiffs reserve the right under the Code of Civil Procedure and other applicable authority to amend or modify the class descriptions with greater specificity or further division into subclasses or limitation to particular issues.

22. Plaintiffs' claims are brought and may be maintained as a class action under Code of Civil Procedure § 382.

**Numerosity.** The Class members are so numerous that individual joinder of all of them as plaintiffs is impractical. While the exact number of Class members is unknown to Plaintiffs at this time, Plaintiffs are informed and believe and thereon allege that there are hundreds of members in each Class.

**Commonality.** There are questions of law or fact common to Class members, such as whether it was Defendants' practice or policy not to compensate Overtime Wage Class members and Minimum Wage Class members when they drove between two or more client locations in the same workday, whether it was Defendants' practice or policy to provide itemized wage statements (and maintain them for 3 years) that do not include correct gross and net wages earned, the correct total hours worked, and the correct hours worked at each rate of pay for those employees who drove between two client locations in the same workday, among other things required by Labor Code § 226, whether it was Defendants' policy or practice to fail to pay Waiting Time Class members all wages earned upon their discharge or within 72 hours of resignation as required by Labor Code §§ 201-203, whether it was Defendants' practice or policy to not reimburse Unreimbursed Expenses Class members for auto expenses relating to miles driven between two client locations in the same workday, driving to and from client locations from home, and cell phone and/or internet expenses as required by Labor Code § 2802, whether Defendants used an auto-deduct policy that

1 automatically deducted 30 minutes for a meal period, regardless of  
2 whether a putative class member recorded a meal period;  
3 whether Defendants failed to pay wages the week after work was  
4 performed; whether Defendant did not maintain records showing when  
5 putative class members took meal periods; and whether Defendants  
6 engaged in unlawful and unfair wage and hour practices in violation of  
7 the California Labor Code, Business & Professions Code § 17200 and  
8 IWC Wage Orders.

9 21. **Adequate Representation.** Plaintiffs will adequately and fairly  
10 protect the interests of the members of the Class. Plaintiffs have no interests  
11 adverse to the interests of the absent Class members. Plaintiffs are represented by  
12 legal counsel with substantial class action experience in civil litigation and  
13 employment law.

14 23. **Typicality.** Plaintiff is a member of each Class, and her claims are  
15 typical of the claims of the other Class members who Plaintiff seeks to represent  
16 inasmuch as Plaintiff suffered the same kinds of injuries suffered by other Class  
17 members and seeks the same kind of relief sought by other Class members.

18 24. **Adequate Representation.** Plaintiffs will adequately and fairly  
19 protect the interests of the members of the Class because, among other reasons,  
20 Plaintiff have no interests adverse to the interests of the absent Class members and  
21 Plaintiffs are represented by legal counsel with substantial class action experience  
22 in civil litigation and employment law.

23 25. This case is brought and may be maintained as a class action under  
24 Code of Civil Procedure § 382.

25 26. Questions of law or fact common to class members predominate over  
26 any questions affecting only individual members, and a class action is superior to  
27 other available methods for the fair and efficient adjudication of the controversy.

28 27. Class action treatment will allow a large number of similarly situated

1 employees to prosecute their common claims in a single forum, simultaneously,  
2 efficiently, and without the unnecessary duplication of effort and expense that  
3 numerous individual actions would require.

4 28. Further, the monetary amounts due to many individual members are  
5 likely to be relatively small, and the burden and expense of individual litigation  
6 would make it difficult or impossible for individual Class members to seek and  
7 obtain relief.

8 29. A class action will serve an important public interest by permitting  
9 employees harmed by Defendants' unlawful practices to effectively pursue  
10 recovery of the sums owed to them.

#### 11 V. FACTUAL ALLEGATIONS.

12 30. Defendants provide temporary staffing services to customers in  
13 California.

14 31. Defendants employed Plaintiffs and other similarly situated current  
15 and former employees, as defined in the California Labor Code, Industrial Welfare  
16 Commission Wage Orders, in California.

17 32. From in or about December, 2016 to the present, Defendants  
18 employed Plaintiff GALVEZ to perform temporary staffing services at  
19 Defendants' client locations in and around San Diego, California.

20 33. At all relevant times, Plaintiffs and putative Class Members were  
21 Defendants' non-exempt employees.

22 34. Furthermore, Plaintiff is an "aggrieved employee" within the meaning  
23 of Labor Code § 2699(c) because she was employed by Defendants and suffered  
24 the Labor Code violations in common with former or current non-exempt  
25 employees of Defendants.

#### 26 Unpaid Overtime and Minimum Wages.

27 35. Plaintiff and similar putative Class Members worked as temporary  
28 labor for Defendants' customers, normally at shopping malls and retail locations

1 selling cosmetics, perfumes, and similar sundries.

2 36. Plaintiff and similar putative Class Members normally started work  
3 from home, gathering equipment, supplies, product brochures, and other  
4 information Defendants mailed or otherwise supplied to its workers' homes,  
5 unpacking the foregoing materials and placing such materials into their cars to  
6 bring to the workplace for set-up and display.

7 37. The process of unpacking materials Defendants sent to putative Class  
8 Members and travelling to client locations sometimes took minutes, sometimes  
9 hours to perform and Defendants regularly and systematically, as a policy and  
10 practice, did not permit Plaintiff and, upon information and belief, other  
11 employees, to report this worktime and, thus, Defendants did not pay them for this  
12 labor in violation of California law.

13 38. Plaintiffs and other Class members were required to drive their  
14 personal vehicles, but were not paid for their travel time despite the requirement to  
15 pay them for travel time per California law.

16 39. Plaintiffs' unpaid wage claims are also premised on many situations,  
17 the exact number which will be proven at trial, where putative Class Members' two  
18 distinct work periods during the same workday were separated by more than a one-  
19 hour break during which time Defendants regularly and systematically, as a policy  
20 and practice, failed to pay split-shift pay for one hour of pay at no less than  
21 minimum wage for the time between the shifts in violation of California law,  
22 including but not limited to § 4(C) of IWC Wage Order 4.

23 40. Plaintiffs are also informed and believe and based thereon allege that  
24 Defendants regularly and systematically, as a policy and practice, deducted 30  
25 minutes or more from Plaintiff and other putative Class Members' time records via  
26 some sort of auto-deduction system whereby Defendants underpaid the putative  
27 Class wages in violation of California law.

28 41. As to Plaintiffs' PAGA case, this claim is also premised, in part, on

1 Plaintiff's right to pursue all Labor Code claims on behalf of Aggrieved  
2 Employees per *Huff v. Securitas Security Services USA, Inc.* (2018) 23  
3 Cal.App.5th 745.

4 **Unreimbursed Expenses.**

5 42. When Plaintiff and other Class members drove their personal vehicles  
6 for work purposes, Defendants regularly and systematically, as a policy and  
7 practice, did not reimburse their workers for mileage and automobile expenses  
8 when required to do so per California law, i.e., when travelling from one work  
9 station to another and travelling from home to a work station and back home.

10 43. Plaintiff and similarly situated putative Class Members worked at  
11 retail locations and businesses where they had no access to work phones, other  
12 than their personal cell phones.

13 44. Defendants regularly and systematically, as a policy and practice, did  
14 not did not reimburse Plaintiffs and other Class members when they used their cell  
15 phones and/or internet to record their hours worked and communicate with  
16 Defendants regarding their jobs.

17 45. Plaintiffs are informed and believe, and thereupon allege, that  
18 Defendants' requirement for employees to use their supplies and equipment to  
19 perform their work duties without reimbursement was an attempt to defray the  
20 costs onto its employees.

21 46. Defendants passed the cost of doing business onto its employees by  
22 requiring, without reimbursement, their employees to purchase equipment, tools,  
23 and services necessary to perform work for Defendants.

24 47. Based on this misconduct, Plaintiff and other Class members suffered  
25 from unreimbursed expenses in violation of Labor Code §§ 2802 and 1198.

26 48. As to Plaintiffs' PAGA case, this claim is also premised, in part, on  
27 Plaintiff's right to pursue all Labor Code claims on behalf of Aggrieved  
28 Employees per *Huff v. Securitas Security Services USA, Inc.* (2018) 23

1 Cal.App.5th 745.

2 **Meal Break Claims.**

3 49. Defendants regularly and systematically, as a policy and practice, did  
4 not provide all meal periods or payment of one additional hour of pay at their  
5 respective regular rate of pay/compensation when they missed or received non-  
6 compliant meal periods (i.e., untimely, short, or interrupted).

7 50. During all times relevant, for example, Defendants were on notice that  
8 Plaintiff and similar putative Class Members were not reporting their time taken  
9 for meal breaks on their timesheets or that their breaks were too late in the  
10 workday to comply with California law.

11 51. On those occasions, the exact amount to be proven at trial, Defendants  
12 failed to pay meal break premiums to Plaintiff and Class Members.

13 52. As to Plaintiffs' PAGA case, this claim is also premised, in part, on  
14 Plaintiff's right to pursue all Labor Code claims on behalf of Aggrieved  
15 Employees per *Huff v. Securitas Security Services USA, Inc.* (2018) 23  
16 Cal.App.5th 745.

17 **Rest Break Claims.**

18 53. Defendants regularly and systematically, as a policy and practice, did  
19 not provide all rest periods or payment of one additional hour of pay at their  
20 respective regular rate of pay/compensation when they missed or received non-  
21 compliant rest periods (i.e., untimely, short, or interrupted).

22 54. Based on Defendants' policies, Defendants prohibited its workers who  
23 manned stations alone, normally at kiosks or similar retail stations, to leave their  
24 work station due to Defendants' concerns over the theft of unmonitored property.

25 55. On those occasions, the exact amount to be proven at trial, Defendants  
26 failed to pay rest period premiums to Plaintiff and Class Members.

27 56. As to Plaintiffs' PAGA case, this claim is also premised, in part, on  
28 Plaintiff's right to pursue all Labor Code claims on behalf of Aggrieved

1 Employees per *Huff v. Securitas Security Services USA, Inc.* (2018) 23  
2 Cal.App.5th 745.

3 **Untimeliness of Pay.**

4 57. Defendants paid putative Class Members late on many occasions.

5 58. In particular, instead of paying putative Class Members the week after  
6 their work was performed, Defendants paid putative Class Members sometimes  
7 two weeks or more after the work was performed.

8 **Derivative Claims.**

9 59. Defendants failed to provide accurate and compliant wage statements  
10 to Plaintiffs and other Class members in violation of Labor Code § 226.

11 60. The wage statements did not contain the correct number of hours  
12 worked, the correct number of hours of work at each rate of pay, and the correct  
13 gross and net wages, among other things.

14 61. For example, the gross and net wages earned, the number of hours  
15 worked and number of hours worked at each rate of pay were incorrect, as noted  
16 above, because Defendants did not pay Plaintiffs and Class Members for all time  
17 spent driving between two or more client locations in the same workday and  
18 Defendant used an auto-deduct practice, among other things.

19 62. On information and belief, when Plaintiffs and other Class members  
20 were discharged or resigned, Defendants did not timely pay them all wages due  
21 under Labor Code §§ 201-203 including, but not limited to, unpaid minimum  
22 wages, regular/agreed upon wages and/or overtime wages.

23 63. Defendants settled another class action lawsuit for failing to timely  
24 pay final wages under Labor Code §§ 201-203 through January 31, 2019.

25 64. Accordingly, Plaintiffs only bring derivative claims under Labor Code  
26 §§ 201-203.1 on behalf of those whose employment ended on or after February 1,  
27 2019.

28

1 **Individual Claims.**

2 65. In addition to the foregoing Class and PAGA claims to which Plaintiff  
3 has the right to pursue individual remedies, Defendants also failed to comply with  
4 the Labor Code as to her based on the below mentioned.

5 66. In May, 2019, Plaintiffs by and through her counsel made a written  
6 request to obtain her wage statements and personnel file pursuant to Labor Code §§  
7 226 and 1198.5.

8 67. Defendants did not produce any documents until late July, 2019, well  
9 beyond the statutory deadlines under Labor Code §§ 226 and 1198.5.

10 68. Within the last 12 months from the date of this Complaint, Plaintiff  
11 GALVEZ via counsel has made numerous requests for Plaintiff's records and  
12 despite Plaintiff's request, the requested records have not been produced in  
13 violation of Labor Code §§ 226, 432, and 1198.5

14 69. On information and belief, when documents were produced,  
15 Defendants did not produce all responsive documents.

16 **PAGA Claims.**

17 70. Pursuant to Labor Code § 2699, any provision of the Labor Code that  
18 provides for a civil penalty to be assessed and collected by the Labor and  
19 Workforce Development Agency ("LWDA") or any of its departments, divisions,  
20 commissions, boards, agencies or employees for violation of the code may, as an  
21 alternative, be recovered through a civil action brought by an aggrieved employee  
22 on behalf of himself or herself and other current or former California employees  
23 pursuant to the procedures specified in Labor Code § 2699.3.

24 71. Plaintiff is an "aggrieved employee" because she was employed by  
25 the alleged violators and had one or more of the alleged violations committed  
26 against her, and therefore is properly suited to represent the interests of other  
27 current and former non-exempt and exempt California employees of Defendants  
28 who had the same, similar or other violations committed against them ("PAGA

1 Represented Employees”).

2 72. With the exception of Plaintiffs’ meal and rest break claims, Plaintiffs  
3 exhausted her administrative remedies and notice requirements by the online filing  
4 of a letter with the LWDA on or about September 5, 2019, which sets forth  
5 allegations contained herein including, but not limited to, violations of Labor Code  
6 §§ 201-204, 210, 225.5, 226, 226.3, 226.7, 510, 512, 558, 1174, 1175, 1194, 1197,  
7 1197.1, 1198 and 2802.

8 73. Plaintiffs also paid the required \$75 filing fee to the LWDA on the  
9 same date pursuant to Labor Code § 2699.3(a)(1)(B).

10 74. Further, the letter was served on Defendants via certified mail on the  
11 same date.

12 75. The LWDA did not respond within the 65-day statutory period for the  
13 LWDA to respond under Labor Code § 2699.3(a)(2)(A).

14 76. Thus, Plaintiffs exhausted her administrative remedies and notice  
15 requirements under the Private Attorneys General Act and is authorized to pursue  
16 this representative action against Defendants pursuant to Labor Code § 2699.3.

17 77. On July 7, 2021, Plaintiff further exhausted her administrative  
18 remedies with respect to all allegations and claims herein by filing an amended  
19 PAGA notice online and mailing the same to Defendants via certified mail.

## 20 VI. CAUSES OF ACTION.

### 21 FIRST CAUSE OF ACTION

#### 22 Individual Claim for

#### 23 Failure to Produce Personnel File and Wage Statements in

#### 24 Violation of Labor Code §§ 226(b) & (c), 432, and 1198.5

#### 25 (Against All Defendants)

26 78. Plaintiff realleges and incorporates by reference the foregoing  
27 paragraphs as though fully set forth herein.

28 79. Labor Code § 226(b) provides an employer shall afford current and

1 former employees the right to inspect or copy records pertaining to their  
2 employment, upon reasonable request to the employer.

3 80. Labor Code § 226(c) provides that an employer who receives a  
4 written or oral request to inspect or copy records pertaining to a current or former  
5 employee shall comply with the request as soon as practicable, but no later than 21  
6 calendar days from the date of the request.

7 81. If an employer fails to permit a current or former employee to inspect  
8 or copy records within 21 days of the request, the current or former employee is  
9 entitled to a \$750 penalty, injunctive relief and an award of costs and reasonable  
10 attorneys' fees under Labor Code § 226(f) & (g).

11 82. Labor Code § 1198.5 provides that current and former employees,  
12 through their representatives or otherwise, have the right to inspect and receive a  
13 copy of their personnel files within 30 calendar days of making a written request.

14 83. Labor Code § 432 generally requires employers to provide, upon  
15 request, any signed instrument their applicants, employees, or both signed during  
16 the application or employment process.

17 84. If an employer fails to permit the inspection of the personnel file  
18 within 30 calendar days of the request, the current or former employee may  
19 recover a penalty of \$750 and seek to compel the employer to produce the records,  
20 along with costs and reasonable attorneys' fees under Labor Code § 1198.5(k) &  
21 (l), which Plaintiffs seeks.

22 85. In May, 2019, by and through her attorneys, Plaintiffs made a written  
23 request for their personnel file, wage statements and documents signed by  
24 Plaintiffs relating to the obtaining or holding employment, and other records  
25 relating to Plaintiff's employment.

26 86. Defendants failed to produce all requested documents within 30 days  
27 of the written request in violation of Labor Code §§ 226 432, and 1198.5.

28 87. While some documents were produced in late July, 2019, on

1 information and belief, Defendants still have not produced all responsive  
2 documents as of the filing of this action despite numerous requests within the last  
3 12 months and should be compelled to do so.

4 88. As a result, Plaintiffs has the right to recover penalties under both  
5 Labor Code §§ 226 and 1198.5 for each violation thereof in an amount to be  
6 proven, injunctive relief, and reasonable attorneys' fees and costs.

7 **SECOND CAUSE OF ACTION**

8 **Individual, Class, and PAGA Claim for Failure to Pay Overtime Wages in**  
9 **Violation of Labor Code §§ 510, 1194, and 1198**  
10 **(Against All Defendants)**

11 89. Plaintiffs reallege and incorporate by reference the foregoing  
12 paragraphs as though fully set forth herein.

13 90. Plaintiffs and the Overtime Wage Class members were "non-exempt"  
14 employees of Defendants who did not receive proper protections and benefits of  
15 the laws governing payment of overtime wages.

16 91. During the time of Plaintiffs' employment with Defendants, they  
17 were not exempt from receiving overtime compensation and had the right to  
18 receive overtime compensation under Labor Code §§ 510, 1194, 1198, and IWC  
19 Wage Orders for any and all work performed in excess of 8 hours per day, and/or  
20 for any and all work performed in excess of 40 hours per week.

21 92. Based on the misconduct alleged in this Complaint, Defendants  
22 knowingly and willfully failed to pay Plaintiffs and the Overtime Wage Class  
23 members all overtime compensation owed to them, including: (a) 1.5 times their  
24 regular rate of pay for hours worked in excess of 8 hours per day and 40 hours per  
25 week and during the first 8 hours worked on the seventh day of a workweek;  
26 and/or (b) 2 times their regular rate of pay for all hours worked in excess of 12  
27 hours per day and for any work performed in excess of 8 hours on any seventh day  
28 of a workweek.

1        93. Based on the misconduct alleged in this Complaint, Defendants failed  
2 to pay overtime wages for all such hours because , e.g., Defendants did not pay  
3 wages when employees drove between two client locations in the same workday,  
4 for Plaintiffs' time spent performing work at home before travelling to the first  
5 retail station, and due to the auto-deduct practice, among other reasons.

6        94. As a direct result, Plaintiffs and the Overtime Wage Class members  
7 have suffered and continue to suffer, substantial losses related to the use and  
8 enjoyment of such wages, lost interest on such wages and expenses and attorneys'  
9 fees in seeking to compel Defendants to fully perform their obligations under the  
10 Labor Code, all to their respective damage in amounts according to proof at trial.

11        95. At all material times, Defendants, and DOE Defendants were and/or are  
12 Represented Employees' employers or persons acting on behalf of Represented  
13 Employees' employer, within the meaning of California Labor Code § 558, who  
14 violated or caused to be violated, a section of Part 2, Chapter 1 of the California  
15 Labor Code or any provision regulating hours and days of work in any Order of the  
16 Industrial Welfare Commission and, as such, are subject to penalties for each  
17 underpaid employee as set for in Cal. Labor Code § 558.

18        96. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a  
19 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay  
20 period for the initial violation and two hundred (\$200.00) for each aggrieved  
21 employee per pay period for each subsequent violation in which all culpable  
22 Defendants violated the overtime wage provisions of the Labor Code, including  
23 but not limited to §§ 510, 1194, and other provisions, the exact amount of the  
24 applicable penalty is all in an amount to be shown according to proof at trial.

25        97. Additionally, pursuant to Cal. Labor Code § 2699, Plaintiffs and Class  
26 Members seek to recover from Defendants, and DOE Defendants penalties,  
27 attorneys' fees and costs incurred herein.

28        98. Plaintiffs seek to recover the unpaid balance of the full amount of the

1 unpaid overtime compensation, including interest thereon, reasonable attorneys'  
 2 fees, and costs of suit, and other remedies provided under the Labor Code, in an  
 3 amount to be proven at trial.

### 4 **THIRD CAUSE OF ACTION**

#### 5 **Individual, Class, and PAGA Claim for**

#### 6 **Failure to Pay Minimum and Regular Wages**

#### 7 **in Violation of Labor Code §§ 1194, 1194.2, 1197, and 1198**

8 (Against All Defendants)

9 99. Plaintiffs reallege and incorporate by reference the foregoing  
 10 paragraphs as though fully set forth herein.

11 100. Labor Code § 1194(a) states: "Notwithstanding any agreement to  
 12 work for a lesser wage, any employee receiving less than the legal minimum wage  
 13 or the legal overtime compensation applicable to the employee is entitled to  
 14 recover in a civil action the unpaid balance of the full amount of this minimum  
 15 wage or overtime compensation, including interest thereon, reasonable attorneys'  
 16 fees, and costs of suit."

17 101. Labor Code § 1194.2 states: "In any action under Section 98, 1193.6,  
 18 1194, or 1197.1 to recover wages because of the payment of a wage less than the  
 19 minimum wage fixed by an order of the commission or by statute, an employee  
 20 shall be entitled to recover liquidated damages in an amount equal to the wages  
 21 unlawfully unpaid and interest thereon."

22 102. Labor Code § 1194.2 also provides for liquidated damages equal to  
 23 unlawfully unpaid minimum wages, with interest.

24 103. Labor Code § 1197 states: "The minimum wage for employees fixed  
 25 by the commission is the minimum wage to be paid to employees, and the payment  
 26 of a less wage than minimum wage so fixed is unlawful."

27 104. Pursuant to the applicable Wage Order, an employer may not pay  
 28 employees less than the applicable minimum wage for all hours worked.

1        105. At all material times, Defendants, and DOE Defendants were and/or  
2 are Represented Employees' employers or persons acting on behalf of Represented  
3 Employees' employer, within the meaning of California Labor Code § 558, who  
4 violated or caused to be violated, a section of Part 2, Chapter 1 of the California  
5 Labor Code or any provision regulating hours and days of work in any Order of the  
6 Industrial Welfare Commission and, as such, are subject to penalties for each  
7 underpaid employee as set for in Cal. Labor Code § 558.

8        106. Cal. Labor Code § 2699, *et seq.* imposes upon each culpable  
9 Defendant a penalty of one hundred dollars (\$100.00) for each aggrieved employee  
10 per pay period for the initial violation and two hundred (\$200.00) for each  
11 aggrieved employee per pay period for each subsequent violation in which each  
12 culpable Defendant violated the minimum wage provisions of the Labor Code,  
13 including but not limited to §§ 1197 and 1194, the exact amount of the penalties  
14 sought is in an amount to be shown according to proof at trial.

15        107. Additionally, pursuant to Cal. Labor Code § 2699, Plaintiffs seek to  
16 recover from culpable Defendants penalties, attorneys' fees and costs incurred  
17 herein.

18  
19        108. Based on the misconduct alleged in this Complaint, Plaintiffs and  
20 Minimum Wage Class members were not paid the minimum wage or regular,  
21 agreed upon wages when, for example, they drove between two client locations in  
22 the same workday, for pre-travel time, and/or for split shift pay, auto-deductions,  
23 among other situations.

24        109. As a direct result, Plaintiffs have suffered and continue to suffer,  
25 substantial losses related to the use and enjoyment of such wages, lost interest on  
26 such wages and expenses and attorneys' fees in seeking to compel Defendants to  
27 fully perform their obligations under the Labor Code, all to their respective damage  
28 in amounts according to proof at trial.

110. Plaintiffs seek to recover in a civil action the unpaid balance of the full amount of the unpaid minimum wage and regular wage compensation and liquidated damages, including interest thereon, reasonable attorneys' fees, and costs of suit, and other remedies provided under the Labor Code.

#### **FOURTH CAUSE OF ACTION**

#### **Individual, Class, and PAGA Claim for Failure to Pay Wages Within Required Time in Violation of Labor Code §§ 201, 201.3, 202 and 203 (Against All Defendants)**

111. Plaintiffs reallege and incorporate by reference the foregoing paragraphs as though fully set forth herein.

112. Labor Code § 201 requires Defendants to immediately pay any wages, without abatement or reduction, to any employee who is discharged.

113. Labor Code § 202 requires Defendants to pay all wages earned and unpaid, without abatement or reduction, no later than 72 hours of receiving an employee's notice of intent to quit or immediately at the time of quitting if the employee provided at least 72 hours' notice of intent to quit.

114. Pursuant to Cal. Labor Code Labor Code § 201.3, a "Temporary services employer" (i.e., Defendants) must pay its employees weekly "due and payable not later than the regular payday of the following calendar week." Cal. Labor Code § 201.3(b)(1)(A).

115. For a willful violation of Labor Code §§ 201, 201.3, and/or 202, Labor Code § 203 causes the unpaid wages of the employee to continue as a penalty from the due date thereof at the same rate until paid, but the wages shall not continue for more than 30 days.

116. At all material times, Defendants, and DOE Defendants were and/or are Represented Employees' employers or persons acting on behalf of Represented Employees' employer, within the meaning of California Labor Code § 558, who

1 violated or caused to be violated, a section of Part 2, Chapter 1 of the California  
2 Labor Code or any provision regulating hours and days of work in any Order of the  
3 Industrial Welfare Commission and, as such, are subject to penalties for each  
4 underpaid employee as set for in Cal. Labor Code § 558.

5 117. Cal. Labor Code § 2699, *et seq.* imposes upon each culpable  
6 Defendant a penalty of one hundred dollars (\$100.00) for each aggrieved employee  
7 per pay period for the initial violation and two hundred (\$200.00) for each  
8 aggrieved employee per pay period for each subsequent violation in which each  
9 culpable Defendant violated the overtime provisions of the Labor Code, including  
10 but not limited to §§ 201, 201.3, 202, and 203, the exact amount of the penalties  
11 sought is in an amount to be shown according to proof at trial.

12 118. Additionally, pursuant to Cal. Labor Code § 2699, Plaintiffs seek to  
13 recover from culpable Defendants penalties, attorneys' fees, and costs incurred  
14 herein.

15 119. On information and belief, Defendants willfully did not provide  
16 Plaintiffs and Waiting Time Class members, after their discharge or resignation or  
17 timely during employment, with all wages due and owing including, but not  
18 limited to, all minimum wages, regular/agreed upon wages, overtime wages and  
19 premium pay by the times specified by Labor Code § 201, 201.3, or 202.

20 120. Consequently, pursuant to Labor Code § 203, Defendants owe  
21 Plaintiffs and Waiting Time Class members the above-described waiting time  
22 penalty, all in an amount to be shown according to proof at trial, which Plaintiffs  
23 seeks on behalf of herself and the Waiting Time Class.

**FIFTH CAUSE OF ACTION**

**Individual, Class, and PAGA Claim for  
Failure to Provide Compliant Itemized Wage Statements  
in Violation of Labor Code §§ 226 and 1198  
(Against All Defendants)**

121. Plaintiffs reallege and incorporate the foregoing paragraphs as though fully set forth herein.

122. Labor Code § 226(a) requires that employers, including Defendants, to furnish employees with each wage payment an accurate, itemized writing that shows gross wages earned, total hours worked, all deductions, net wages earned, the inclusive dates of the period for which the employee is paid, the name and address of the legal entity that is the employer, the name of the employee and the portion of his or her social security number (or identification number) as required by law, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, among other things.

123. Defendants knowingly and intentionally failed to provide Plaintiffs and Wage Statement Class members with the above-described writing required by Labor Code § 226 through actions alleged herein including, but not limited to, a failure to provide correct total hours worked, correct gross and net wages earned, the correct number of hours worked at the correct hourly rates, and the correct hourly rates of pay, among other things.

124. Based on the above alleged misconduct, Defendants did not pay Plaintiffs and Wage Statement Class members all wages due and did not include all hours worked on their wage statements, which made their wage statements inaccurate.

125. Defendants' failure to provide a proper writing deprived Plaintiffs and Wage Statement Class members with the ability to know, understand and question

1 the calculation and rate of pay and hours used to calculate the wages paid by  
2 Defendants.

3 126. Indeed, a reasonable person could not determine from the wage  
4 statements alone the correct total hours worked, the correct hours worked at each  
5 rate of pay or the correct gross and net wages earned, among other things.

6 127. Plaintiffs and Wage Statement Class members, therefore, had no way  
7 to dispute the resulting miscalculation of wages, all of which resulted in an  
8 unjustified economic enrichment to Defendants.

9 128. Defendants' failure to provide the proper writing also required  
10 Plaintiffs and Wage Statement Class members to spend and continue to spend  
11 attorneys' fees and costs to determine the wages owed to them.

12 129. As a direct result, Plaintiffs and Wage Statement Class members  
13 suffered and continue to suffer, substantial losses related to the use and enjoyment  
14 of such wages, lost interest on such wages and expenses and attorneys' fees and  
15 costs in seeking to gather information and compel Defendants to fully perform  
16 their obligations under state law, all to their respective damage in amounts  
17 according to proof at trial including but not limited to the right to recover penalties  
18 under Labor Code §§ 226, 226.3, and 226.6.

19 130. Cal. Labor Code §§ 2699, *et seq.* imposes upon all culpable  
20 Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved  
21 employee per pay period for the initial violation and two hundred (\$200.00) for  
22 each aggrieved employee per pay period for each subsequent violation in which  
23 culpable Defendants violated Cal. Labor Code §§ 226 and 1198, the exact amount  
24 of the applicable penalty is all in an amount to be shown according to proof at trial,  
25 which Plaintiffs seek.

26 131. Labor Code § 226(e) requires Defendant to pay the greater of all  
27 actual damages or fifty dollars (\$50.00) for the initial pay period in which a  
28 violation occurred, and one hundred dollars (\$100.00) per employee for each

1 violation in subsequent pay periods, plus attorneys' fees and costs, to Plaintiffs and  
 2 Wage Statement Class members who were injured by Defendants' failure to  
 3 comply with Labor Code § 226(a), which Plaintiffs seeks on behalf of herself and  
 4 the Wage Statement Class, the exact amount of the applicable penalty is all in an  
 5 amount to be shown according to proof at trial.

### 6 **SIXTH CAUSE OF ACTION**

#### 7 **Individual, Class, and PAGA Claim for** 8 **Failure to Reimburse Business Expenses** 9 **in Violation of Labor Code §§ 1198 and 2802**

10 (Against All Defendants)

11 132. Plaintiffs reallege and incorporate by reference the foregoing  
 12 paragraphs as though fully set forth herein.

13 133. Pursuant to California Labor Code § 2802, an employer must  
 14 indemnify its employees "for all necessary expenditures or losses incurred by the  
 15 employee in direct consequence of the discharge of his or her duties . . . ."

16 134. On information and belief, Plaintiffs made necessary expenditures and  
 17 incurred losses as a direct consequence of the discharge of their duties and in  
 18 obedience to the directions of Defendants including, but not limited to, mileage,  
 19 automobile, cell phone, and internet expenses.

20 135. On information and belief, Defendants knew Plaintiffs were incurring  
 21 the expenses and were responsible for reimbursing Unreimbursed Expenses Class  
 22 members for their expenditures and losses as a direct consequence of the discharge  
 23 of their duties, but failed to do so.

24 136. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants  
 25 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay  
 26 period for the initial violation and two hundred (\$200.00) for each aggrieved  
 27 employee per pay period for each subsequent violation in which all culpable  
 28 Defendants violated the applicable Cal. Labor Code provisions alleged in this

1 Complaint, including but not limited to Labor Code §§ 2802 and 1198, the exact  
2 amount of the applicable penalty is all in an amount to be shown according to  
3 proof at trial, which Plaintiffs seek.

4 137. As a result of Defendants' unlawful conduct, the Unreimbursed  
5 Expenses Class members have suffered damages in an amount within the limited  
6 jurisdiction of the Court.

7 138. Plaintiffs have the right to recover the full amount of the unpaid  
8 expenditures and losses, interest thereon, reasonable attorneys' fees and costs of  
9 suit.

10 **SEVENTH CAUSE OF ACTION**

11 **Individual, Class, and PAGA Claim for**

12 **Failure to Maintain Required Records in Violation of**

13 **California Labor Code §§ 1174, 1174.5, Wage Order**

14 **No. 4-2001, § 7, and/or the Applicable Wage Order via Labor Code § 1198**

15 (Against All Defendants)

16 139. Plaintiffs reallege and incorporate by reference the foregoing  
17 paragraphs as though fully set forth herein.

18 140. IWC Wage Order Nos. 4-2001 § 7 requires every employer to  
19 maintain time and payroll records, including time records showing when the  
20 employee begins and ends each work period and when meal periods are taken.

21 141. Plaintiffs are informed and believe, and based thereon allege, that  
22 during all relevant times, all or some of the Defendants failed to comply with § 7  
23 of IWC Orders 4-2001 and with Cal. Labor Code § 1174 by failing to maintain  
24 certain records which employers are required to maintain, including but not limited  
25 to, keeping copies of pay stubs issued to Plaintiffs and the Classes and time entry  
26 records showing when meal periods were taken.

27 142. Cal. Labor Code § 2699, *et seq.* permits Plaintiffs to recover penalties  
28 for each aggrieved employee per pay period for each subsequent violation in which

1 all culpable Defendants violated the applicable Cal. Labor Code provisions alleged  
2 in this Complaint, including but not limited to Labor Code §§ 1174 and 1198, the  
3 exact amount of the applicable penalty is all in an amount to be shown according to  
4 proof at trial.

5 143. For the reasons alleged herein, Plaintiffs seek any and all available  
6 remedies in an amount to be proven at trial including but not limited to damages,  
7 penalties, attorneys' fees and costs, and interest pursuant to law including but not  
8 limited to Cal. Labor Code §§ 1174.5 and/or 1175.

9 **EIGHTH CAUSE OF ACTION**

10 **Individual, Class, and PAGA Claim for**

11 **Failure to Comply with the Meal and Rest Break Requirements of Labor Code**  
12 **§§ 226.7, 512, 1198, and the applicable IWC Wage Order**

13 (Against all Defendants)

14 144. Plaintiffs reallege and incorporate by reference the foregoing  
15 paragraphs as though fully set forth herein.

16 145. Based on the misconduct alleged in this Complaint, Defendants failed  
17 to pay premium pay to Plaintiffs for all their missed and noncompliant meal and  
18 rest breaks and failed to comply with Labor Code §§ 226.7, 512, and 1198.

19 146. Because of Defendants' illegal pay practices, said Defendants failed to  
20 pay Plaintiffs for all meal and rest breaks despite their requirement under  
21 California law and, as such, all culpable Defendants are required to pay Plaintiff  
22 and Aggrieved Employees for rest break and/or meal break premium wages.

23 147. Defendants also failed to provide Plaintiffs legally-compliant meal  
24 and rest periods, or compensation in lieu thereof, during their employment by said  
25 Defendants.

26 148. At all material times, Defendants, and DOE Defendants were and/or  
27 are Represented Employees' employers or persons acting on behalf of Represented  
28 Employees' employer, within the meaning of California Labor Code § 558, who

1 violated or caused to be violated, a section of Part 2, Chapter 1 of the California  
2 Labor Code or any provision regulating hours and days of work in any Order of the  
3 Industrial Welfare Commission and, as such, are subject to penalties for each  
4 underpaid employee as set for in Cal. Labor Code § 558.

5 149. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants  
6 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay  
7 period for the initial violation and two hundred (\$200.00) for each aggrieved  
8 employee per pay period for each subsequent violation in which all culpable  
9 Defendants violated the applicable Cal. Labor Code provisions alleged in this  
10 Complaint, including but not limited to Labor Code §§ 226.7, 512, and 1198, the  
11 exact amount of the applicable penalty is all in an amount to be shown according to  
12 proof at trial.

13 150. Additionally, pursuant to Cal. Labor Code § 2699, Plaintiffs seek to  
14 recover from all culpable Defendants penalties, attorneys' fees, and costs incurred  
15 herein.

16 151. Wherefore, Plaintiffs request the recovery of the unpaid premium pay,  
17 interest, attorneys' fees, costs, and related remedies in an amount to be determined  
18 at trial.

19 **NINTH CAUSE OF ACTION**

20 **Class and Individual Claim for**

21 **Unfair Competition in**

22 **Violation of Business and Professions Code § 17200, *et seq.***

23 **(Against Entity Defendants and Does 1-10)**

24 152. Plaintiffs reallege and incorporate by reference the foregoing  
25 paragraphs as though fully set forth herein.

26 153. California Business & Professions Code § 17200, *et seq.* prohibits acts  
27 of unfair competition, which includes any "unlawful, unfair or fraudulent business  
28 act or practice..."

1       154.     Plaintiffs, as herein alleged, have suffered and continue to suffer  
2 injuries in fact due to Defendants' unlawful, fraudulent, and unfair business  
3 practices.

4       155.     As alleged herein, Defendants systematically engaged in unlawful  
5 conduct such as wage and hour violations, failing to pay proper wages and monies  
6 for hours worked, meal and rest break violations, and failing to reimburse  
7 employees for necessary business-related expenses all in order to decrease its costs  
8 of doing business and increase profits.

9       156.     On information and belief, at the time that Plaintiffs were hired,  
10 Defendants knowingly, intentionally and illegally misrepresented to each of them  
11 conformance with the California Labor Code and/or IWC Wage Orders, including  
12 the payment all wages due and the reimbursement of the expenses.

13       157.     Based on the above alleged misconduct, Defendants failed to comply  
14 with the California Labor Code and IWC Wage Orders through their actions as  
15 herein alleged including, but not limited to its failure to: (1) failure to provide  
16 minimum wages, regular/agreed upon wages and overtime wages and (2) provide  
17 reimbursement for all business related expenses.

18       158.     At all times relevant, on information and belief, Defendants  
19 intentionally avoided paying to Plaintiffs wages and monies and other financial  
20 obligations attached thereto, thereby creating for Defendants an artificially lower  
21 cost of doing business in order to undercut competitors and establish and/or gain a  
22 greater foothold in the marketplace, all to the detriment of Plaintiffs.

23       159.     On information and belief, at all times relevant herein Plaintiffs relied  
24 on and believed Defendants' representations concerning its conformance with the  
25 California wage and hour laws, all to their detriment.

26       160.     On information and belief, as a result of Defendants' intentional,  
27 willful, purposeful, illegal and fraudulent misrepresentation of its conformance  
28 with the Labor Code and IWC Wage Orders, Plaintiffs suffered a loss of wages and

monies, all in an amount to be shown according to proof at trial.

161. By violating the foregoing statutes and regulations as herein alleged, Defendants' acts constitute unfair, fraudulent and unlawful business practices under Business and Professions Code § 17200, *et seq.*

162. As a result of the unfair, fraudulent and unlawful business practices of Defendants alleged herein, Plaintiffs have the right to obtain declaratory relief, injunctive relief, disgorgement, and restitution in an amount according to proof.

163. As private attorneys general under California Civil Code § 1021.5, Plaintiffs seek to recover any and all attorneys' fees incurred herein.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray for judgment and relief against Defendants as follows:

- a. An order certifying that Plaintiffs may pursue the foregoing claims against Defendants as a class action under Code of Civil Procedure § 382;
- b. An order appointing Plaintiff GALVEZ as Class representative and appointing Plaintiffs' counsel as Class Counsel;
- c. For general damages and special damages including, but not limited to, unpaid minimum wages, agreed upon wages, overtime wages, and unreimbursed expenses;
- d. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by law, including pursuant to Civil Code § 1021.5 and Labor Code;
- e. For liquidated damages pursuant to the Labor Code;
- f. Statutory penalties under Labor Code §§ 226, 201.3 and 203 and other applicable Labor Code provisions;
- g. For restitution, injunctive relief, declaratory relief and other relief provided by Business and Professions Code § 17200, *et seq.*, including a declaratory judgment that Defendants violated Labor Code §§ 510, 1194, 1197,

1 2802 and other provisions of the Labor Code and/or Orders of the Industrial  
2 Welfare Commission, and a permanent injunction prohibiting Defendants from  
3 future violations of the same laws;

4 h. For an order requiring Defendants to restore and disgorge all  
5 funds to Plaintiff and Class members acquired by means of any act or practice  
6 declared by this Court to be unlawful, unfair or fraudulent and, therefore,  
7 constituting unfair competition under Business and Professions Code § 17200, *et*  
8 *seq.*;

9 i. For an accounting to determine all money wrongfully obtained  
10 and held by Defendants;

11 j. Penalties and injunctive relief under Labor Code §§ 226(f)&(g),  
12 432, and 1198.5(k);

13 k. For pre-judgment and post-judgment interest;

14 l. For all remedies available to Plaintiffs under the applicable  
15 Industrial Welfare Commission Order including but not limited to Wage Order  
16 Number 4-2001 and Cal. Labor Code §§ 201, 201.3, 202, 203, 204 and/or 204b,  
17 210, 216, 218, 218.5, 226, 226.3, 226.6, 226.7, 246, 246.5, 247, 247.5, 248.5, 510,  
18 512, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1197, 1197.1, 1198, 2802, 2804,  
19 2810.3, and 2810.5 via the PAGA, Cal. Labor Code §§ 2698, *et seq.*, including an  
20 award of unpaid wages, attorneys' fees, costs, interest, liquidated damages,  
21 damages, penalties and waiting time penalties according to proof to the extent  
22 permitted by law; and  
23  
24  
25  
26  
27  
28

1 m. For such other relief as the Court deems just and proper.

2  
3 DATE AUGUST 13, 2021 LAW OFFICE OF THOMAS D. RUTLEDGE

4  
5 By THOMAS D. RUTLEDGE  
6 ATTORNEYS FOR PLAINTIFF, LYSETTE  
7 GALVEZ AND SIMILARLY SITUATED  
8 FORMER AND CURRENT EMPLOYEES OF  
9 DEFENDANTS  
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# EXHIBIT H

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ATTORNEYS FOR PLAINTIFFS, LYSETTE  
GALVEZ AND THOSE SIMILARLY  
SITUATED

ELECTRONICALLY  
**FILED**  
Superior Court of California,  
County of San Francisco

**09/07/2021**  
Clerk of the Court  
BY: EDWARD SANTOS  
Deputy Clerk

**SUPERIOR COURT OF CALIFORNIA**  
**COUNTY OF SAN FRANCISCO**  
**UNLIMITED JURISDICTION**

LYSETTE GALVEZ, INDIVIDUALLY  
AND ON BEHALF OF THOSE SIMILARLY  
SITUATED,

PLAINTIFFS,

v.

COWORX STAFFING SERVICES  
LLC, a Delaware Corporation;  
MICHAEL EPSTEIN, an individual;  
ROBERT BADOLATO, an individual; TIM  
HARTNETT, an individual; KEN  
SUDNIKOVICH, an individual;

AND DOES 1 THROUGH 10, INCLUSIVE,

DEFENDANTS.

CASE No. CGC-19-578983

Judge: Garrett L. Wong

Department: CR 610

**SECOND AMENDED CLASS  
ACTION COMPLAINT AND PAGA  
REPRESENTATIVE ACTION**

- 1) Failure to Provide Employee Records;
- 2) Failure to Pay Overtime Wages;
- 3) Failure to Pay Minimum and Regular Wages;
- 4) Failure to Make Timely Final Wage Payments;
- 5) Failure to Provide Proper Itemized Wage Statements;
- 6) Failure to Reimburse Expenses
- 7) Failure to Maintain Required Records in Violation of California Labor Code §§ 1174, *et seq.*;
- 8) Meal and Rest Break Claims;
- 9) Unfair Competition

) Complaint Filed: September 4, 2019  
 ) Trial Date: TBA  
 ) Disc. Cutoff: TBA

) **JURY TRIAL DEMANDED**

Plaintiff LYSETTE GALVEZ, on behalf of herself and others similarly situated (“Plaintiff” or collectively “Plaintiffs”), makes the following allegations against Defendants, Coworx Staffing Services LLC, Michael Epstein, Robert Badolato, Tim Hartnett, Ken Sudnikovich and Does 1 through 10, inclusive.

**I. NATURE OF ACTION AND INTRODUCTORY STATEMENT.**

1. Plaintiffs bring this class action against Defendant COWORX STAFFING SERVICES LLC, MICHAEL EPSTEIN, Robert Badolato, Tim Hartnett, Ken Sudnickovich and Does 1 through 10, inclusive (“Defendants”) for engaging in systematic violations of wage and hour laws.

2. On information and belief, Defendants failed to: (1) pay Plaintiffs and other current and former non-exempt employees overtime wages, regular wages and minimum wages in violation of Labor Code §§ 510, 1194 and 1197, Industrial Welfare Commission Wage Orders (the “IWC Wage Orders”); (2) provide Plaintiffs and current and former non-exempt California employees with proper wage statements in violation of Labor Code § 226; (3) timely pay all final wages and wages during employment to Plaintiffs and former non-exempt California employees from February 1, 2019 to present in violation of Labor Code §§ 201-203; (4) reimburse Plaintiffs and current and former non-exempt California employees for all business expenses in violation of Labor Code § 2802; (5) maintain records in accordance with the Labor Code and the applicable Wage Order(s); and (6) pay premium payments for missed meal and rest breaks.

1 3. Plaintiffs also contends that they requested their personnel files and wage  
2 statements, but Defendants did not timely produce them.

3 4. Plaintiffs also brings Private Attorneys General Act (“PAGA”) claims  
4 against Defendants for the same violations, among others.

5 5. Plaintiffs seeks all damages, restitution, injunctive relief, statutory penalties,  
6 civil penalties and other relief to which she and other similarly situated current and  
7 former non-exempt employees of Defendants are entitled under California law.

## 8 **II. JURISDICTION AND VENUE**

9 6. Defendants are subject to the Court’s personal jurisdiction and have minimal  
10 contacts with this county.

11 7. Defendants conduct business by providing staffing services to clients within  
12 this county.

13 8. In addition, venue is proper in this Court under Code of Civil Procedure §§  
14 395, *et seq.* because, on information and belief, a substantial number of events,  
15 obligations, and claims accrued or occurred in this county.

16 9. Defendant COWORX STAFFING SERVICES LLC is a registered limited  
17 liability company in Delaware without an office in California, according to the  
18 California Secretary of State’s website.

19 10. On information and belief, Defendant Michael Epstein resides in New  
20 Jersey and owned and operated Defendant COWORX STAFFING SERVICES  
21 LLC during the putative Class Period.

## 22 **III. PARTIES.**

23 11. Plaintiff Lysette Galvez is and at all relevant times was a resident of  
24 Chula Vista, California.

25 12. At all relevant times, Defendant COWORX STAFFING SERVICES  
26 LLC was a Delaware limited liability company without an office in the State of  
27 California.

28 13. During relevant times, Defendant MICHAEL EPSTEIN was a

1 manager and member of Defendant COWORX STAFFING SERVICES LLC,  
2 and, as such, this Defendant is believed to be an “other person acting on behalf of  
3 an employer” within the meaning of Labor Code §§ 558 and 558.1.

4 14. During relevant times, Defendant ROBERT BODOLATO is and was  
5 Defendant COWORX STAFFING SERVICES LLC’s Chief Financial Officer and,  
6 as such, this Defendant is believed to be an “other person acting on behalf of an  
7 employer” within the meaning of Labor Code §§ 558 and 558.1.

8 15. During relevant times, Defendant TIM HARNETT is and was  
9 Defendant COWORX STAFFING SERVICES LLC’s Chief Executive Officer  
10 and, as such, this Defendant is believed to be an “other person acting on behalf of  
11 an employer” within the meaning of Labor Code §§ 558 and 558.1.

12 16. During relevant times, Defendant KEN SUDNIKOVICH is and was  
13 Defendant COWORX STAFFING SERVICES LLC’s Chief Operating Officer  
14 and, as such, this Defendant is believed to be an “other person acting on behalf of  
15 an employer” within the meaning of Labor Code §§ 558 and 558.1.

16 17. The true names and capacities of the Defendants named as DOES 1  
17 through 10, inclusive, are presently unknown to Plaintiffs. Plaintiffs will amend  
18 this Complaint, setting forth the true names and capacities of these fictitious  
19 Defendants when they are ascertained. Plaintiffs are informed and believe and  
20 thereon alleges that each Defendant, directly or indirectly, or through agents or  
21 other persons, jointly employed Plaintiffs, and exercised control over her working  
22 conditions, pay and discharge. Plaintiffs are informed and believe and thereon  
23 allege that, at all relevant times, each Defendant was the principal, agent, partner,  
24 joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent  
25 corporation, successor in interest, alter ego, and/or predecessor in interest of some  
26 or all of the other Defendants, and was engaged with some or all of the other  
27 Defendants in a joint enterprise for profit, and bore such other relationships to  
28 some or all of the other Defendants so as to be liable for their conduct with respect

1 to the matters alleged below. Plaintiffs are informed and believe and thereon  
 2 allege that each Defendant acted pursuant to and within the scope of the  
 3 relationships alleged above, that each Defendant knew or should have known  
 4 about, and authorized, ratified, adopted, approved, controlled, and aided and  
 5 abetted the conduct of all other Defendants.

#### 6 IV. CLASS ACTION ALLEGATIONS.

7 18. Plaintiff GALVEZ brings claims on behalf of herself and all other  
 8 similarly situated current and former non-exempt employees of Defendants who  
 9 worked in California (collectively, the “Class”) as a class action pursuant to Code  
 10 of Civil Procedure § 382.

11 19. Plaintiff GALVEZ seeks to represent the classes and/or subclasses  
 12 composed of and defined as follows:

13 **All current or former nonexempt employees who worked**  
 14 **in California, at any time, from September 4, 2015 to the**  
 15 **present for the Defendants.**

16 20. Plaintiff GALVEZ seeks to represent the following subclasses:

17 **Overtime Wage Subclass:** All non-exempt employees who, four years before  
 18 the filing of this action to the present, worked over eight (8) hours in a workday  
 19 or forty (40) hours in a workweek.

20 **Minimum Wage Subclass:** All non-exempt employees who, four years before  
 21 the filing of this action to the present, worked for Defendants.

22 **Wage Statement Subclass:** All employees who, from one year before the  
 23 filing of this action to the present, are included in the Overtime Wage Class  
 24 and/or Minimum Wage Class.

25 **Waiting Time Subclass:** All former non-exempt employees who, from  
 26 February 1, 2019 to the present, are in the Overtime Wage Class, the Minimum  
 27 Wage Class and/or did not receive all wages due on the termination date or  
 28 within 72 hours of resignation.

1       **Unreimbursed Expenses Subclass:** All employees who, four years before the  
2       filing of this action to the present, were not reimbursed for business related  
3       expenses, such as mileage and automobile expenses associated with driving to  
4       client locations and/or cell phone and internet expenses despite using such  
5       devices or services for business purposes or other expenses.

6       **Meal and Rest Break Subclass:** All putative Class Members who, during the  
7       applicable statute of limitations period worked for Defendants in California as  
8       an hourly-paid non-exempt employee, were not provided compliant meal  
9       and/or rest breaks and were not provided one hour of pay at their regular rate of  
10      compensation in lieu thereof.

11      **Recordkeeping Subclass:** All putative Class Members who, during the  
12      applicable statutory period, worked for Defendants wherein said  
13      Defendants failed to maintain proper and required records of their  
14      employees.

15      **Labor Code § 201.3 Penalty Subclass:** All putative Class Members  
16      who worked for Defendants during the applicable limitations period and  
17      who were issued paychecks more than one week after they performed  
18      labor.

19  
20      **UCL Subclass:** All putative Class Members who, during the relevant  
21      period, worked for Defendants and who, as a result of said Defendants'  
22      unfair business acts and/or practices, may have the right to restitution in  
23      the form of (1) unreimbursed business-related expenses and/or (2) wages  
24      and/or premium pay that were earned but were unpaid.

1        21.        Plaintiffs reserve the right under the Code of Civil Procedure and  
2 other applicable authority to amend or modify the class descriptions with greater  
3 specificity or further division into subclasses or limitation to particular issues.

4        22.        Plaintiffs' claims are brought and may be maintained as a class action  
5 under Code of Civil Procedure § 382.

6                **Numerosity.** The Class members are so numerous that individual  
7 joinder of all of them as plaintiffs is impractical. While the exact  
8 number of Class members is unknown to Plaintiffs at this time, Plaintiffs  
9 are informed and believe and thereon allege that there are hundreds of  
10 members in each Class.

11                **Commonality.** There are questions of law or fact common to Class  
12 members, such as whether it was Defendants' practice or policy not to  
13 compensate Overtime Wage Class members and Minimum Wage Class  
14 members when they drove between two or more client locations in the  
15 same workday, whether it was Defendants' practice or policy to provide  
16 itemized wage statements (and maintain them for 3 years) that do not  
17 include correct gross and net wages earned, the correct total hours  
18 worked, and the correct hours worked at each rate of pay for those  
19 employees who drove between two client locations in the same workday,  
20 among other things required by Labor Code § 226, whether it was  
21 Defendants' policy or practice to fail to pay Waiting Time Class  
22 members all wages earned upon their discharge or within 72 hours of  
23 resignation as required by Labor Code §§ 201-203, whether it was  
24 Defendants' practice or policy to not reimburse Unreimbursed Expenses  
25 Class members for auto expenses relating to miles driven between two  
26 client locations in the same workday, driving to and from client locations  
27 from home, and cell phone and/or internet expenses as required by Labor  
28 Code § 2802, whether Defendants used an auto-deduct policy that

1 automatically deducted 30 minutes for a meal period, regardless of  
2 whether a putative class member recorded a meal period;  
3 whether Defendants failed to pay wages the week after work was  
4 performed; whether Defendant did not maintain records showing when  
5 putative class members took meal periods; and whether Defendants  
6 engaged in unlawful and unfair wage and hour practices in violation of  
7 the California Labor Code, Business & Professions Code § 17200 and  
8 IWC Wage Orders.

9 21. **Adequate Representation.** Plaintiffs will adequately and fairly  
10 protect the interests of the members of the Class. Plaintiffs have no interests  
11 adverse to the interests of the absent Class members. Plaintiffs are represented by  
12 legal counsel with substantial class action experience in civil litigation and  
13 employment law.

14 23. **Typicality.** Plaintiff is a member of each Class, and her claims are  
15 typical of the claims of the other Class members who Plaintiff seeks to represent  
16 inasmuch as Plaintiff suffered the same kinds of injuries suffered by other Class  
17 members and seeks the same kind of relief sought by other Class members.

18 24. **Adequate Representation.** Plaintiffs will adequately and fairly  
19 protect the interests of the members of the Class because, among other reasons,  
20 Plaintiff have no interests adverse to the interests of the absent Class members and  
21 Plaintiffs are represented by legal counsel with substantial class action experience  
22 in civil litigation and employment law.

23 25. This case is brought and may be maintained as a class action under  
24 Code of Civil Procedure § 382.

25 26. Questions of law or fact common to class members predominate over  
26 any questions affecting only individual members, and a class action is superior to  
27 other available methods for the fair and efficient adjudication of the controversy.

28 27. Class action treatment will allow a large number of similarly situated

1 employees to prosecute their common claims in a single forum, simultaneously,  
2 efficiently, and without the unnecessary duplication of effort and expense that  
3 numerous individual actions would require.

4 28. Further, the monetary amounts due to many individual members are  
5 likely to be relatively small, and the burden and expense of individual litigation  
6 would make it difficult or impossible for individual Class members to seek and  
7 obtain relief.

8 29. A class action will serve an important public interest by permitting  
9 employees harmed by Defendants' unlawful practices to effectively pursue  
10 recovery of the sums owed to them.

#### 11 **V. FACTUAL ALLEGATIONS.**

12 30. Defendants provide temporary staffing services to customers in  
13 California.

14 31. Defendants employed Plaintiffs and other similarly situated current  
15 and former employees, as defined in the California Labor Code, Industrial Welfare  
16 Commission Wage Orders, in California.

17 32. From in or about December, 2016 to the present, Defendants  
18 employed Plaintiff GALVEZ to perform temporary staffing services at  
19 Defendants' client locations in and around San Diego, California.

20 33. At all relevant times, Plaintiffs and putative Class Members were  
21 Defendants' non-exempt employees.

22 34. Furthermore, Plaintiff is an "aggrieved employee" within the meaning  
23 of Labor Code § 2699(c) because she was employed by Defendants and suffered  
24 the Labor Code violations in common with former or current non-exempt  
25 employees of Defendants.

#### 26 **Unpaid Overtime and Minimum Wages.**

27 35. Plaintiff and similar putative Class Members worked as temporary  
28 labor for Defendants' customers, normally at shopping malls and retail locations

1 selling cosmetics, perfumes, and similar sundries.

2 36. Plaintiff and similar putative Class Members normally started work  
3 from home, gathering equipment, supplies, product brochures, and other  
4 information Defendants mailed or otherwise supplied to its workers' homes,  
5 unpacking the foregoing materials and placing such materials into their cars to  
6 bring to the workplace for set-up and display.

7 37. The process of unpacking materials Defendants sent to putative Class  
8 Members and travelling to client locations sometimes took minutes, sometimes  
9 hours to perform and Defendants regularly and systematically, as a policy and  
10 practice, did not permit Plaintiff and, upon information and belief, other  
11 employees, to report this worktime and, thus, Defendants did not pay them for this  
12 labor in violation of California law.

13 38. Plaintiffs and other Class members were required to drive their  
14 personal vehicles, but were not paid for their travel time despite the requirement to  
15 pay them for travel time per California law.

16 39. Plaintiffs' unpaid wage claims are also premised on many situations,  
17 the exact number which will be proven at trial, where putative Class Members' two  
18 distinct work periods during the same workday were separated by more than a one-  
19 hour break during which time Defendants regularly and systematically, as a policy  
20 and practice, failed to pay split-shift pay for one hour of pay at no less than  
21 minimum wage for the time between the shifts in violation of California law,  
22 including but not limited to § 4(C) of IWC Wage Order 4.

23 40. Plaintiffs are also informed and believe and based thereon allege that  
24 Defendants regularly and systematically, as a policy and practice, deducted 30  
25 minutes or more from Plaintiff and other putative Class Members' time records via  
26 some sort of auto-deduction system whereby Defendants underpaid the putative  
27 Class wages in violation of California law.

28 41. As to Plaintiffs' PAGA case, this claim is also premised, in part, on

1 Plaintiff's right to pursue all Labor Code claims on behalf of Aggrieved  
2 Employees per *Huff v. Securitas Security Services USA, Inc.* (2018) 23  
3 Cal.App.5th 745.

4 **Unreimbursed Expenses.**

5 42. When Plaintiff and other Class members drove their personal vehicles  
6 for work purposes, Defendants regularly and systematically, as a policy and  
7 practice, did not reimburse their workers for mileage and automobile expenses  
8 when required to do so per California law, i.e., when travelling from one work  
9 station to another and travelling from home to a work station and back home.

10 43. Plaintiff and similarly situated putative Class Members worked at  
11 retail locations and businesses where they had no access to work phones, other  
12 than their personal cell phones.

13 44. Defendants regularly and systematically, as a policy and practice, did  
14 not did not reimburse Plaintiffs and other Class members when they used their cell  
15 phones and/or internet to record their hours worked and communicate with  
16 Defendants regarding their jobs.

17 45. Plaintiffs are informed and believe, and thereupon allege, that  
18 Defendants' requirement for employees to use their supplies and equipment to  
19 perform their work duties without reimbursement was an attempt to defray the  
20 costs onto its employees.

21 46. Defendants passed the cost of doing business onto its employees by  
22 requiring, without reimbursement, their employees to purchase equipment, tools,  
23 and services necessary to perform work for Defendants.

24 47. Based on this misconduct, Plaintiff and other Class members suffered  
25 from unreimbursed expenses in violation of Labor Code §§ 2802 and 1198.

26 48. As to Plaintiffs' PAGA case, this claim is also premised, in part, on  
27 Plaintiff's right to pursue all Labor Code claims on behalf of Aggrieved  
28 Employees per *Huff v. Securitas Security Services USA, Inc.* (2018) 23

1 Cal.App.5th 745.

2 **Meal Break Claims.**

3 49. Defendants regularly and systematically, as a policy and practice, did  
4 not provide all meal periods or payment of one additional hour of pay at their  
5 respective regular rate of pay/compensation when they missed or received non-  
6 compliant meal periods (i.e., untimely, short, or interrupted).

7 50. During all times relevant, for example, Defendants were on notice that  
8 Plaintiff and similar putative Class Members were not reporting their time taken  
9 for meal breaks on their timesheets or that their breaks were too late in the  
10 workday to comply with California law.

11 51. On those occasions, the exact amount to be proven at trial, Defendants  
12 failed to pay meal break premiums to Plaintiff and Class Members.

13 52. As to Plaintiffs' PAGA case, this claim is also premised, in part, on  
14 Plaintiff's right to pursue all Labor Code claims on behalf of Aggrieved  
15 Employees per *Huff v. Securitas Security Services USA, Inc.* (2018) 23  
16 Cal.App.5th 745.

17 **Rest Break Claims.**

18 53. Defendants regularly and systematically, as a policy and practice, did  
19 not provide all rest periods or payment of one additional hour of pay at their  
20 respective regular rate of pay/compensation when they missed or received non-  
21 compliant rest periods (i.e., untimely, short, or interrupted).

22 54. Based on Defendants' policies, Defendants prohibited its workers who  
23 manned stations alone, normally at kiosks or similar retail stations, to leave their  
24 work station due to Defendants' concerns over the theft of unmonitored property.

25 55. On those occasions, the exact amount to be proven at trial, Defendants  
26 failed to pay rest period premiums to Plaintiff and Class Members.

27 56. As to Plaintiffs' PAGA case, this claim is also premised, in part, on  
28 Plaintiff's right to pursue all Labor Code claims on behalf of Aggrieved

1 Employees per *Huff v. Securitas Security Services USA, Inc.* (2018) 23  
2 Cal.App.5th 745.

3 **Untimeliness of Pay.**

4 57. Defendants paid putative Class Members late on many occasions.

5 58. In particular, instead of paying putative Class Members the week after  
6 their work was performed, Defendants paid putative Class Members sometimes  
7 two weeks or more after the work was performed.

8 **Derivative Claims.**

9 59. Defendants failed to provide accurate and compliant wage statements  
10 to Plaintiffs and other Class members in violation of Labor Code § 226.

11 60. The wage statements did not contain the correct number of hours  
12 worked, the correct number of hours of work at each rate of pay, and the correct  
13 gross and net wages, among other things.

14 61. For example, the gross and net wages earned, the number of hours  
15 worked and number of hours worked at each rate of pay were incorrect, as noted  
16 above, because Defendants did not pay Plaintiffs and Class Members for all time  
17 spent driving between two or more client locations in the same workday and  
18 Defendant used an auto-deduct practice, among other things.

19 62. On information and belief, when Plaintiffs and other Class members  
20 were discharged or resigned, Defendants did not timely pay them all wages due  
21 under Labor Code §§ 201-203 including, but not limited to, unpaid minimum  
22 wages, regular/agreed upon wages and/or overtime wages.

23 63. Defendants settled another class action lawsuit for failing to timely  
24 pay final wages under Labor Code §§ 201-203 through January 31, 2019.

25 64. Accordingly, Plaintiffs only bring derivative claims under Labor Code  
26 §§ 201-203.1 on behalf of those whose employment ended on or after February 1,  
27 2019.

**Individual Claims.**

65. In addition to the foregoing Class and PAGA claims to which Plaintiff has the right to pursue individual remedies, Defendants also failed to comply with the Labor Code as to her based on the below mentioned.

66. In May, 2019, Plaintiffs by and through her counsel made a written request to obtain her wage statements and personnel file pursuant to Labor Code §§ 226 and 1198.5.

67. Defendants did not produce any documents until late July, 2019, well beyond the statutory deadlines under Labor Code §§ 226 and 1198.5.

68. Within the last 12 months from the date of this Complaint, Plaintiff GALVEZ via counsel has made numerous requests for Plaintiff's records and despite Plaintiff's request, the requested records have not been produced in violation of Labor Code §§ 226, 432, and 1198.5

69. On information and belief, when documents were produced, Defendants did not produce all responsive documents.

**PAGA Claims.**

70. Pursuant to Labor Code § 2699, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former California employees pursuant to the procedures specified in Labor Code § 2699.3.

71. Plaintiff is an "aggrieved employee" because she was employed by the alleged violators and had one or more of the alleged violations committed against her, and therefore is properly suited to represent the interests of other current and former non-exempt and exempt California employees of Defendants who had the same, similar or other violations committed against them ("PAGA

Represented Employees”).

72. With the exception of Plaintiffs’ meal and rest break claims, Plaintiffs exhausted her administrative remedies and notice requirements by the online filing of a letter with the LWDA on or about September 5, 2019, which sets forth allegations contained herein including, but not limited to, violations of Labor Code §§ 201-204, 210, 225.5, 226, 226.3, 226.7, 510, 512, 558, 1174, 1175, 1194, 1197, 1197.1, 1198 and 2802.

73. Plaintiffs also paid the required \$75 filing fee to the LWDA on the same date pursuant to Labor Code § 2699.3(a)(1)(B).

74. Further, the letter was served on Defendants via certified mail on the same date.

75. The LWDA did not respond within the 65-day statutory period for the LWDA to respond under Labor Code § 2699.3(a)(2)(A).

76. Thus, Plaintiffs exhausted her administrative remedies and notice requirements under the Private Attorneys General Act and is authorized to pursue this representative action against Defendants pursuant to Labor Code § 2699.3.

77. On July 7, 2021, Plaintiff further exhausted her administrative remedies with respect to all allegations and claims herein by filing an amended PAGA notice online and mailing the same to Defendants via certified mail.

## **VI. CAUSES OF ACTION.**

### **FIRST CAUSE OF ACTION**

#### **Individual Claim for**

#### **Failure to Produce Personnel File and Wage Statements in**

#### **Violation of Labor Code §§ 226(b) & (c), 432, and 1198.5**

#### **(Against All Defendants)**

78. Plaintiff realleges and incorporates by reference the foregoing paragraphs as though fully set forth herein.

79. Labor Code § 226(b) provides an employer shall afford current and

1 former employees the right to inspect or copy records pertaining to their  
2 employment, upon reasonable request to the employer.

3 80. Labor Code § 226(c) provides that an employer who receives a  
4 written or oral request to inspect or copy records pertaining to a current or former  
5 employee shall comply with the request as soon as practicable, but no later than 21  
6 calendar days from the date of the request.

7 81. If an employer fails to permit a current or former employee to inspect  
8 or copy records within 21 days of the request, the current or former employee is  
9 entitled to a \$750 penalty, injunctive relief and an award of costs and reasonable  
10 attorneys' fees under Labor Code § 226(f) & (g).

11 82. Labor Code § 1198.5 provides that current and former employees,  
12 through their representatives or otherwise, have the right to inspect and receive a  
13 copy of their personnel files within 30 calendar days of making a written request.

14 83. Labor Code § 432 generally requires employers to provide, upon  
15 request, any signed instrument their applicants, employees, or both signed during  
16 the application or employment process.

17 84. If an employer fails to permit the inspection of the personnel file  
18 within 30 calendar days of the request, the current or former employee may  
19 recover a penalty of \$750 and seek to compel the employer to produce the records,  
20 along with costs and reasonable attorneys' fees under Labor Code § 1198.5(k) &  
21 (l), which Plaintiffs seeks.

22 85. In May, 2019, by and through her attorneys, Plaintiffs made a written  
23 request for their personnel file, wage statements and documents signed by  
24 Plaintiffs relating to the obtaining or holding employment, and other records  
25 relating to Plaintiff's employment.

26 86. Defendants failed to produce all requested documents within 30 days  
27 of the written request in violation of Labor Code §§ 226 432, and 1198.5.

28 87. While some documents were produced in late July, 2019, on

1 information and belief, Defendants still have not produced all responsive  
2 documents as of the filing of this action despite numerous requests within the last  
3 12 months and should be compelled to do so.

4 88. As a result, Plaintiffs has the right to recover penalties under both  
5 Labor Code §§ 226 and 1198.5 for each violation thereof in an amount to be  
6 proven, injunctive relief, and reasonable attorneys' fees and costs.

7 **SECOND CAUSE OF ACTION**

8 **Individual, Class, and PAGA Claim for Failure to Pay Overtime Wages in**  
9 **Violation of Labor Code §§ 510, 1194, and 1198**  
10 **(Against All Defendants)**

11 89. Plaintiffs reallege and incorporate by reference the foregoing  
12 paragraphs as though fully set forth herein.

13 90. Plaintiffs and the Overtime Wage Class members were "non-exempt"  
14 employees of Defendants who did not receive proper protections and benefits of  
15 the laws governing payment of overtime wages.

16 91. During the time of Plaintiffs' employment with Defendants, they  
17 were not exempt from receiving overtime compensation and had the right to  
18 receive overtime compensation under Labor Code §§ 510, 1194, 1198, and IWC  
19 Wage Orders for any and all work performed in excess of 8 hours per day, and/or  
20 for any and all work performed in excess of 40 hours per week.

21 92. Based on the misconduct alleged in this Complaint, Defendants  
22 knowingly and willfully failed to pay Plaintiffs and the Overtime Wage Class  
23 members all overtime compensation owed to them, including: (a) 1.5 times their  
24 regular rate of pay for hours worked in excess of 8 hours per day and 40 hours per  
25 week and during the first 8 hours worked on the seventh day of a workweek;  
26 and/or (b) 2 times their regular rate of pay for all hours worked in excess of 12  
27 hours per day and for any work performed in excess of 8 hours on any seventh day  
28 of a workweek.

1       93. Based on the misconduct alleged in this Complaint, Defendants failed  
2 to pay overtime wages for all such hours because , e.g., Defendants did not pay  
3 wages when employees drove between two client locations in the same workday,  
4 for Plaintiffs' time spent performing work at home before travelling to the first  
5 retail station, and due to the auto-deduct practice, among other reasons.

6       94. As a direct result, Plaintiffs and the Overtime Wage Class members  
7 have suffered and continue to suffer, substantial losses related to the use and  
8 enjoyment of such wages, lost interest on such wages and expenses and attorneys'  
9 fees in seeking to compel Defendants to fully perform their obligations under the  
10 Labor Code, all to their respective damage in amounts according to proof at trial.

11       95. At all material times, Defendants, and DOE Defendants were and/or are  
12 Represented Employees' employers or persons acting on behalf of Represented  
13 Employees' employer, within the meaning of California Labor Code § 558, who  
14 violated or caused to be violated, a section of Part 2, Chapter 1 of the California  
15 Labor Code or any provision regulating hours and days of work in any Order of the  
16 Industrial Welfare Commission and, as such, are subject to penalties for each  
17 underpaid employee as set for in Cal. Labor Code § 558.

18       96. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a  
19 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay  
20 period for the initial violation and two hundred (\$200.00) for each aggrieved  
21 employee per pay period for each subsequent violation in which all culpable  
22 Defendants violated the overtime wage provisions of the Labor Code, including  
23 but not limited to §§ 510, 1194, and other provisions, the exact amount of the  
24 applicable penalty is all in an amount to be shown according to proof at trial.

25       97. Additionally, pursuant to Cal. Labor Code § 2699, Plaintiffs and Class  
26 Members seek to recover from Defendants, and DOE Defendants penalties,  
27 attorneys' fees and costs incurred herein.

28       98. Plaintiffs seek to recover the unpaid balance of the full amount of the

1 unpaid overtime compensation, including interest thereon, reasonable attorneys'  
2 fees, and costs of suit, and other remedies provided under the Labor Code, in an  
3 amount to be proven at trial.

4 **THIRD CAUSE OF ACTION**

5 **Individual, Class, and PAGA Claim for**  
6 **Failure to Pay Minimum and Regular Wages**  
7 **in Violation of Labor Code §§ 1194, 1194.2, 1197, and 1198**  
8 **(Against All Defendants)**

9 99. Plaintiffs reallege and incorporate by reference the foregoing  
10 paragraphs as though fully set forth herein.

11 100. Labor Code § 1194(a) states: "Notwithstanding any agreement to  
12 work for a lesser wage, any employee receiving less than the legal minimum wage  
13 or the legal overtime compensation applicable to the employee is entitled to  
14 recover in a civil action the unpaid balance of the full amount of this minimum  
15 wage or overtime compensation, including interest thereon, reasonable attorneys'  
16 fees, and costs of suit."

17 101. Labor Code § 1194.2 states: "In any action under Section 98, 1193.6,  
18 1194, or 1197.1 to recover wages because of the payment of a wage less than the  
19 minimum wage fixed by an order of the commission or by statute, an employee  
20 shall be entitled to recover liquidated damages in an amount equal to the wages  
21 unlawfully unpaid and interest thereon."

22 102. Labor Code § 1194.2 also provides for liquidated damages equal to  
23 unlawfully unpaid minimum wages, with interest.

24 103. Labor Code § 1197 states: "The minimum wage for employees fixed  
25 by the commission is the minimum wage to be paid to employees, and the payment  
26 of a less wage than minimum wage so fixed is unlawful."

27 104. Pursuant to the applicable Wage Order, an employer may not pay  
28 employees less than the applicable minimum wage for all hours worked.

1        105. At all material times, Defendants, and DOE Defendants were and/or  
2 are Represented Employees' employers or persons acting on behalf of Represented  
3 Employees' employer, within the meaning of California Labor Code § 558, who  
4 violated or caused to be violated, a section of Part 2, Chapter 1 of the California  
5 Labor Code or any provision regulating hours and days of work in any Order of the  
6 Industrial Welfare Commission and, as such, are subject to penalties for each  
7 underpaid employee as set for in Cal. Labor Code § 558.

8        106. Cal. Labor Code § 2699, *et seq.* imposes upon each culpable  
9 Defendant a penalty of one hundred dollars (\$100.00) for each aggrieved employee  
10 per pay period for the initial violation and two hundred (\$200.00) for each  
11 aggrieved employee per pay period for each subsequent violation in which each  
12 culpable Defendant violated the minimum wage provisions of the Labor Code,  
13 including but not limited to §§ 1197 and 1194, the exact amount of the penalties  
14 sought is in an amount to be shown according to proof at trial.

15        107. Additionally, pursuant to Cal. Labor Code § 2699, Plaintiffs seek to  
16 recover from culpable Defendants penalties, attorneys' fees and costs incurred  
17 herein.

18  
19        108. Based on the misconduct alleged in this Complaint, Plaintiffs and  
20 Minimum Wage Class members were not paid the minimum wage or regular,  
21 agreed upon wages when, for example, they drove between two client locations in  
22 the same workday, for pre-travel time, and/or for split shift pay, auto-deductions,  
23 among other situations.

24        109. As a direct result, Plaintiffs have suffered and continue to suffer,  
25 substantial losses related to the use and enjoyment of such wages, lost interest on  
26 such wages and expenses and attorneys' fees in seeking to compel Defendants to  
27 fully perform their obligations under the Labor Code, all to their respective damage  
28 in amounts according to proof at trial.

110. Plaintiffs seek to recover in a civil action the unpaid balance of the full amount of the unpaid minimum wage and regular wage compensation and liquidated damages, including interest thereon, reasonable attorneys' fees, and costs of suit, and other remedies provided under the Labor Code.

**FOURTH CAUSE OF ACTION**

**Individual, Class, and PAGA Claim for  
Failure to Pay Wages Within Required Time in  
Violation of Labor Code §§ 201, 201.3, 202 and 203  
(Against All Defendants)**

111. Plaintiffs reallege and incorporate by reference the foregoing paragraphs as though fully set forth herein.

112. Labor Code § 201 requires Defendants to immediately pay any wages, without abatement or reduction, to any employee who is discharged.

113. Labor Code § 202 requires Defendants to pay all wages earned and unpaid, without abatement or reduction, no later than 72 hours of receiving an employee's notice of intent to quit or immediately at the time of quitting if the employee provided at least 72 hours' notice of intent to quit.

114. Pursuant to Cal. Labor Code Labor Code § 201.3, a "Temporary services employer" (i.e., Defendants) must pay its employees weekly "due and payable not later than the regular payday of the following calendar week." Cal. Labor Code § 201.3(b)(1)(A).

115. For a willful violation of Labor Code §§ 201, 201.3, and/or 202, Labor Code § 203 causes the unpaid wages of the employee to continue as a penalty from the due date thereof at the same rate until paid, but the wages shall not continue for more than 30 days.

116. At all material times, Defendants, and DOE Defendants were and/or are Represented Employees' employers or persons acting on behalf of Represented Employees' employer, within the meaning of California Labor Code § 558, who

1 violated or caused to be violated, a section of Part 2, Chapter 1 of the California  
2 Labor Code or any provision regulating hours and days of work in any Order of the  
3 Industrial Welfare Commission and, as such, are subject to penalties for each  
4 underpaid employee as set for in Cal. Labor Code § 558.

5 117. Cal. Labor Code § 2699, *et seq.* imposes upon each culpable  
6 Defendant a penalty of one hundred dollars (\$100.00) for each aggrieved employee  
7 per pay period for the initial violation and two hundred (\$200.00) for each  
8 aggrieved employee per pay period for each subsequent violation in which each  
9 culpable Defendant violated the overtime provisions of the Labor Code, including  
10 but not limited to §§ 201, 201.3, 202, and 203, the exact amount of the penalties  
11 sought is in an amount to be shown according to proof at trial.

12 118. Additionally, pursuant to Cal. Labor Code § 2699, Plaintiffs seek to  
13 recover from culpable Defendants penalties, attorneys' fees, and costs incurred  
14 herein.

15 119. On information and belief, Defendants willfully did not provide  
16 Plaintiffs and Waiting Time Class members, after their discharge or resignation or  
17 timely during employment, with all wages due and owing including, but not  
18 limited to, all minimum wages, regular/agreed upon wages, overtime wages and  
19 premium pay by the times specified by Labor Code § 201, 201.3, or 202.

20 120. Consequently, pursuant to Labor Code § 203, Defendants owe  
21 Plaintiffs and Waiting Time Class members the above-described waiting time  
22 penalty, all in an amount to be shown according to proof at trial, which Plaintiffs  
23 seeks on behalf of herself and the Waiting Time Class.

**FIFTH CAUSE OF ACTION**

**Individual, Class, and PAGA Claim for  
Failure to Provide Compliant Itemized Wage Statements  
in Violation of Labor Code §§ 226 and 1198**

(Against All Defendants)

121. Plaintiffs reallege and incorporate the foregoing paragraphs as though fully set forth herein.

122. Labor Code § 226(a) requires that employers, including Defendants, to furnish employees with each wage payment an accurate, itemized writing that shows gross wages earned, total hours worked, all deductions, net wages earned, the inclusive dates of the period for which the employee is paid, the name and address of the legal entity that is the employer, the name of the employee and the portion of his or her social security number (or identification number) as required by law, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, among other things.

123. Defendants knowingly and intentionally failed to provide Plaintiffs and Wage Statement Class members with the above-described writing required by Labor Code § 226 through actions alleged herein including, but not limited to, a failure to provide correct total hours worked, correct gross and net wages earned, the correct number of hours worked at the correct hourly rates, and the correct hourly rates of pay, among other things.

124. Based on the above alleged misconduct, Defendants did not pay Plaintiffs and Wage Statement Class members all wages due and did not include all hours worked on their wage statements, which made their wage statements inaccurate.

125. Defendants' failure to provide a proper writing deprived Plaintiffs and Wage Statement Class members with the ability to know, understand and question

1 the calculation and rate of pay and hours used to calculate the wages paid by  
2 Defendants.

3 126. Indeed, a reasonable person could not determine from the wage  
4 statements alone the correct total hours worked, the correct hours worked at each  
5 rate of pay or the correct gross and net wages earned, among other things.

6 127. Plaintiffs and Wage Statement Class members, therefore, had no way  
7 to dispute the resulting miscalculation of wages, all of which resulted in an  
8 unjustified economic enrichment to Defendants.

9 128. Defendants' failure to provide the proper writing also required  
10 Plaintiffs and Wage Statement Class members to spend and continue to spend  
11 attorneys' fees and costs to determine the wages owed to them.

12 129. As a direct result, Plaintiffs and Wage Statement Class members  
13 suffered and continue to suffer, substantial losses related to the use and enjoyment  
14 of such wages, lost interest on such wages and expenses and attorneys' fees and  
15 costs in seeking to gather information and compel Defendants to fully perform  
16 their obligations under state law, all to their respective damage in amounts  
17 according to proof at trial including but not limited to the right to recover penalties  
18 under Labor Code §§ 226, 226.3, and 226.6.

19 130. Cal. Labor Code §§ 2699, *et seq.* imposes upon all culpable  
20 Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved  
21 employee per pay period for the initial violation and two hundred (\$200.00) for  
22 each aggrieved employee per pay period for each subsequent violation in which  
23 culpable Defendants violated Cal. Labor Code §§ 226 and 1198, the exact amount  
24 of the applicable penalty is all in an amount to be shown according to proof at trial,  
25 which Plaintiffs seek.

26 131. Labor Code § 226(e) requires Defendant to pay the greater of all  
27 actual damages or fifty dollars (\$50.00) for the initial pay period in which a  
28 violation occurred, and one hundred dollars (\$100.00) per employee for each

violation in subsequent pay periods, plus attorneys' fees and costs, to Plaintiffs and Wage Statement Class members who were injured by Defendants' failure to comply with Labor Code § 226(a), which Plaintiffs seeks on behalf of herself and the Wage Statement Class, the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial.

### **SIXTH CAUSE OF ACTION**

#### **Individual, Class, and PAGA Claim for Failure to Reimburse Business Expenses in Violation of Labor Code §§ 1198 and 2802**

(Against All Defendants)

132. Plaintiffs reallege and incorporate by reference the foregoing paragraphs as though fully set forth herein.

133. Pursuant to California Labor Code § 2802, an employer must indemnify its employees "for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties . . . ."

134. On information and belief, Plaintiffs made necessary expenditures and incurred losses as a direct consequence of the discharge of their duties and in obedience to the directions of Defendants including, but not limited to, mileage, automobile, cell phone, and internet expenses.

135. On information and belief, Defendants knew Plaintiffs were incurring the expenses and were responsible for reimbursing Unreimbursed Expenses Class members for their expenditures and losses as a direct consequence of the discharge of their duties, but failed to do so.

136. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent violation in which all culpable Defendants violated the applicable Cal. Labor Code provisions alleged in this

1 Complaint, including but not limited to Labor Code §§ 2802 and 1198, the exact  
2 amount of the applicable penalty is all in an amount to be shown according to  
3 proof at trial, which Plaintiffs seek.

4 137. As a result of Defendants' unlawful conduct, the Unreimbursed  
5 Expenses Class members have suffered damages in an amount within the limited  
6 jurisdiction of the Court.

7 138. Plaintiffs have the right to recover the full amount of the unpaid  
8 expenditures and losses, interest thereon, reasonable attorneys' fees and costs of  
9 suit.

### 10 **SEVENTH CAUSE OF ACTION**

#### 11 **Individual, Class, and PAGA Claim for** 12 **Failure to Maintain Required Records in Violation of** 13 **California Labor Code §§ 1174, 1174.5, Wage Order** 14 **No. 4-2001, § 7, and/or the Applicable Wage Order via Labor Code § 1198** 15 **(Against All Defendants)**

16 139. Plaintiffs reallege and incorporate by reference the foregoing  
17 paragraphs as though fully set forth herein.

18 140. IWC Wage Order Nos. 4-2001 § 7 requires every employer to  
19 maintain time and payroll records, including time records showing when the  
20 employee begins and ends each work period and when meal periods are taken.

21 141. Plaintiffs are informed and believe, and based thereon allege, that  
22 during all relevant times, all or some of the Defendants failed to comply with § 7  
23 of IWC Orders 4-2001 and with Cal. Labor Code § 1174 by failing to maintain  
24 certain records which employers are required to maintain, including but not limited  
25 to, keeping copies of pay stubs issued to Plaintiffs and the Classes and time entry  
26 records showing when meal periods were taken.

27 142. Cal. Labor Code § 2699, *et seq.* permits Plaintiffs to recover penalties  
28 for each aggrieved employee per pay period for each subsequent violation in which

all culpable Defendants violated the applicable Cal. Labor Code provisions alleged in this Complaint, including but not limited to Labor Code §§ 1174 and 1198, the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial.

143. For the reasons alleged herein, Plaintiffs seek any and all available remedies in an amount to be proven at trial including but not limited to damages, penalties, attorneys' fees and costs, and interest pursuant to law including but not limited to Cal. Labor Code §§ 1174.5 and/or 1175.

### **EIGHTH CAUSE OF ACTION**

#### **Individual, Class, and PAGA Claim for Failure to Comply with the Meal and Rest Break Requirements of Labor Code §§ 226.7, 512, 1198, and the applicable IWC Wage Order**

(Against all Defendants)

144. Plaintiffs reallege and incorporate by reference the foregoing paragraphs as though fully set forth herein.

145. Based on the misconduct alleged in this Complaint, Defendants failed to pay premium pay to Plaintiffs for all their missed and noncompliant meal and rest breaks and failed to comply with Labor Code §§ 226.7, 512, and 1198.

146. Because of Defendants' illegal pay practices, said Defendants failed to pay Plaintiffs for all meal and rest breaks despite their requirement under California law and, as such, all culpable Defendants are required to pay Plaintiff and Aggrieved Employees for rest break and/or meal break premium wages.

147. Defendants also failed to provide Plaintiffs legally-compliant meal and rest periods, or compensation in lieu thereof, during their employment by said Defendants.

148. At all material times, Defendants, and DOE Defendants were and/or are Represented Employees' employers or persons acting on behalf of Represented Employees' employer, within the meaning of California Labor Code § 558, who

violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Cal. Labor Code § 558.

149. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent violation in which all culpable Defendants violated the applicable Cal. Labor Code provisions alleged in this Complaint, including but not limited to Labor Code §§ 226.7, 512, and 1198, the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial.

150. Additionally, pursuant to Cal. Labor Code § 2699, Plaintiffs seek to recover from all culpable Defendants penalties, attorneys' fees, and costs incurred herein.

151. Wherefore, Plaintiffs request the recovery of the unpaid premium pay, interest, attorneys' fees, costs, and related remedies in an amount to be determined at trial.

### **NINTH CAUSE OF ACTION**

#### **Class and Individual Claim for**

#### **Unfair Competition in**

#### **Violation of Business and Professions Code § 17200, *et seq.***

(Against Entity Defendants and Does 1-10)

152. Plaintiffs reallege and incorporate by reference the foregoing paragraphs as though fully set forth herein.

153. California Business & Professions Code § 17200, *et seq.* prohibits acts of unfair competition, which includes any "unlawful, unfair or fraudulent business act or practice..."

1       154.     Plaintiffs, as herein alleged, have suffered and continue to suffer  
2 injuries in fact due to Defendants' unlawful, fraudulent, and unfair business  
3 practices.

4       155.     As alleged herein, Defendants systematically engaged in unlawful  
5 conduct such as wage and hour violations, failing to pay proper wages and monies  
6 for hours worked, meal and rest break violations, and failing to reimburse  
7 employees for necessary business-related expenses all in order to decrease its costs  
8 of doing business and increase profits.

9       156.     On information and belief, at the time that Plaintiffs were hired,  
10 Defendants knowingly, intentionally and illegally misrepresented to each of them  
11 conformance with the California Labor Code and/or IWC Wage Orders, including  
12 the payment all wages due and the reimbursement of the expenses.

13       157.     Based on the above alleged misconduct, Defendants failed to comply  
14 with the California Labor Code and IWC Wage Orders through their actions as  
15 herein alleged including, but not limited to its failure to: (1) failure to provide  
16 minimum wages, regular/agreed upon wages and overtime wages and (2) provide  
17 reimbursement for all business related expenses.

18       158.     At all times relevant, on information and belief, Defendants  
19 intentionally avoided paying to Plaintiffs wages and monies and other financial  
20 obligations attached thereto, thereby creating for Defendants an artificially lower  
21 cost of doing business in order to undercut competitors and establish and/or gain a  
22 greater foothold in the marketplace, all to the detriment of Plaintiffs.

23       159.     On information and belief, at all times relevant herein Plaintiffs relied  
24 on and believed Defendants' representations concerning its conformance with the  
25 California wage and hour laws, all to their detriment.

26       160.     On information and belief, as a result of Defendants' intentional,  
27 willful, purposeful, illegal and fraudulent misrepresentation of its conformance  
28 with the Labor Code and IWC Wage Orders, Plaintiffs suffered a loss of wages and

monies, all in an amount to be shown according to proof at trial.

161. By violating the foregoing statutes and regulations as herein alleged, Defendants' acts constitute unfair, fraudulent and unlawful business practices under Business and Professions Code § 17200, *et seq.*

162. As a result of the unfair, fraudulent and unlawful business practices of Defendants alleged herein, Plaintiffs have the right to obtain declaratory relief, injunctive relief, disgorgement, and restitution in an amount according to proof.

163. As private attorneys general under California Civil Code § 1021.5, Plaintiffs seek to recover any and all attorneys' fees incurred herein.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray for judgment and relief against Defendants as follows:

- a. An order certifying that Plaintiffs may pursue the foregoing claims against Defendants as a class action under Code of Civil Procedure § 382;
- b. An order appointing Plaintiff GALVEZ as Class representative and appointing Plaintiffs' counsel as Class Counsel;
- c. For general damages and special damages including, but not limited to, unpaid minimum wages, agreed upon wages, overtime wages, and unreimbursed expenses;
- d. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by law, including pursuant to Civil Code § 1021.5 and Labor Code;
- e. For liquidated damages pursuant to the Labor Code;
- f. Statutory penalties under Labor Code §§ 226, 201.3 and 203 and other applicable Labor Code provisions;
- g. For restitution, injunctive relief, declaratory relief and other relief provided by Business and Professions Code § 17200, *et seq.*, including a declaratory judgment that Defendants violated Labor Code §§ 510, 1194, 1197,

1 2802 and other provisions of the Labor Code and/or Orders of the Industrial  
2 Welfare Commission, and a permanent injunction prohibiting Defendants from  
3 future violations of the same laws;

4 h. For an order requiring Defendants to restore and disgorge all  
5 funds to Plaintiff and Class members acquired by means of any act or practice  
6 declared by this Court to be unlawful, unfair or fraudulent and, therefore,  
7 constituting unfair competition under Business and Professions Code § 17200, *et*  
8 *seq.*;

9 i. For an accounting to determine all money wrongfully obtained  
10 and held by Defendants;

11 j. Penalties and injunctive relief under Labor Code §§ 226(f)&(g),  
12 432, and 1198.5(k);

13 k. For pre- judgment and post-judgment interest;

14 l. For all remedies available to Plaintiffs under the applicable  
15 Industrial Welfare Commission Order including but not limited to Wage Order  
16 Number 4-2001 and Cal. Labor Code §§ 201, 201.3, 202, 203, 204 and/or 204b,  
17 210, 216, 218, 218.5, 226, 226.3, 226.6, 226.7, 246, 246.5, 247, 247.5, 248.5, 510,  
18 512, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1197, 1197.1, 1198, 2802, 2804,  
19 2810.3, and 2810.5 via the PAGA, Cal. Labor Code §§ 2698, *et seq.*, including an  
20 award of unpaid wages, attorneys' fees, costs, interest, liquidated damages,  
21 damages, penalties and waiting time penalties according to proof to the extent  
22 permitted by law; and

m. For such other relief as the Court deems just and proper.

DATE AUGUST 13, 2021

LAW OFFICE OF THOMAS D. RUTLEDGE

BY 

THOMAS D. RUTLEDGE  
ATTORNEYS FOR PLAINTIFF, LYSETTE  
GALVEZ AND SIMILARLY SITUATED  
FORMER AND CURRENT EMPLOYEES OF  
DEFENDANTS

**PROOF OF SERVICE**

I, Kevin Woodall, am a resident of the State of California and over the age of 18, and not a party to the within action; my business address is 100 Pine Street, Suite 1250, San Francisco, CA 94111.

**ON SEPTEMBER 6, 2021, I SERVED THE DOCUMENT(S) DESCRIBED AS:**

**SECOND AMENDED CLASS ACTION COMPLAINT AND PAGA REPRESENTATIVE ACTION**

on the following interested parties at the following address:

David Ongaro  
Cara Sherman  
Ongaro PC  
1604 Union Street  
San Francisco, CA 94123  
[dongaro@ongaropc.com](mailto:dongaro@ongaropc.com)  
[csherman@ongaropc.com](mailto:csherman@ongaropc.com)

Attorneys for CoWorx Staffing Services

- ☐ (BY MAIL) I served the foregoing document(s) by U.S. mail. I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence was deposited with the United States Postal Service this same day in the ordinary course of business at Corte Madera, California.
- ☐ (BY FACSIMILE) I transmitted via facsimile, the document(s) listed above to the fax number(s) set forth above on this date from Corte Madera, California. The transmitting facsimile machine telephone number is (415) 413-4629.
- ☐ (BY FEDEX GROUND) I served the foregoing document(s) by placing it in a sealed envelope or container provided by Federal Express, affixing a pre-paid air bill for ground delivery, and causing the envelope or container to be delivered to a Federal Express agent or depositing it in a box or other facility regularly maintained by Federal Express.
- ☐ (BY PERSONAL DELIVERY) I hired a vendor to personally deliver the foregoing document(s) to the addresses listed above.
- ☒ (BY EMAIL and E-SERVICE) I served the foregoing documents by sending them via email to Defendant's counsel listed above. In addition, One Legal electronically served the documents described above on the recipients designated on the Transaction Receipt (Defendant's counsel listed above) located on the One Legal website ([www.onelegal.com](http://www.onelegal.com)) pursuant to the Court's Local Rules authorizing electronic service of the documents.

Executed this September 6, 2021 at Corte Madera, California.

I declare under penalty of perjury under the laws of the State of California and the United States that the above is true and correct.



---

KEVIN F. WOODALL

# EXHIBIT I

**AMENDED****SUM-100****SUMMONS  
(CITACION JUDICIAL)**FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)**NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**

CoWorx Staffing Services LLC, a Delaware Corporation (see attached additional Defendants)

**YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

Lysette Galvez, individually and on behalf of those similarly situated

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Superior Court of California, County of San Francisco, 400 McAllister Street, San Francisco, CA 94102

CASE NUMBER: (Número del Caso):

CGC-19-578983

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Kevin Woodall, Woodall Law Offices, 100 Pine Street, Suite 1250, San Francisco, CA 94111; (415) 413-4629

DATE:

(Fecha)

Clerk, by

(Secretario)

, Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

**NOTICE TO THE PERSON SERVED: You are served**

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
 

under: <input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
4. ☐ by personal delivery on (date):

Page 1 of 1

SUM-200(A)

SHORT TITLE:

Galvez v. CoWorx Staffing Services LLC et al.

CASE NUMBER:

CGC-19-578983

**INSTRUCTIONS FOR USE**

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.  
 → If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

**List additional parties** (Check only one box. Use a separate page for each type of party.):

☐

Plaintiff

☒

Defendant

☐

Cross-Complainant

☐

Cross-Defendant

Michael Epstein, an individual

Robert Badolato, an individual

Tim Hartnett, an individual

Ken Sudnikovich, an individual

Page \_\_\_\_ of \_\_\_\_

Page 1 of 1

Form Adopted for Mandatory Use  
 Judicial Council of California  
 SUM-200(A) [Rev. January 1, 2007]

**ADDITIONAL PARTIES ATTACHMENT**

Attachment to Summons

**For your protection and privacy, please press the Clear  
 This Form button after you have printed the form.**

Print this form

Save this form

Clear this form

**PROOF OF SERVICE**

I, Kevin Woodall, am a resident of the State of California and over the age of 18, and not a party to the within action; my business address is 100 Pine Street, Suite 1250, San Francisco, CA 94111.

**ON SEPTEMBER 20, 2021, I SERVED THE DOCUMENT(S) DESCRIBED AS:**  
**AMENDED SUMMONS**

on the following interested parties at the following address:

David Ongaro  
Cara Sherman  
Ongaro PC  
1604 Union Street  
San Francisco, CA 94123  
[dongaro@ongaropc.com](mailto:dongaro@ongaropc.com)  
[csherman@ongaropc.com](mailto:csherman@ongaropc.com)

Attorneys for CoWorx Staffing Services

- ☐ (BY MAIL) I served the foregoing document(s) by U.S. mail. I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence was deposited with the United States Postal Service this same day in the ordinary course of business at Corte Madera, California.
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Executed this September 20, 2021 at Corte Madera, California.

1 I declare under penalty of perjury under the laws of the State of California and the  
2 United States that the above is true and correct.

3 

4 KEVIN F. WOODALL

# AMENDED

## SUMMONS

### (CITACION JUDICIAL)

SUM-100

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:**  
**(AVISO AL DEMANDADO):**

SEE ATTACHED

**YOU ARE BEING SUED BY PLAINTIFF:**  
**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

LYSETTE GALVEZ, individually and on behalf of those similarly situated

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

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(El nombre y dirección de la corte es): Superior Court of California, County of San Francisco, 400 McAllister Street, San Francisco, CA 94102

CASE NUMBER: (Número del Caso):

CGC-19-578983

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Kevin Woodall, Woodall Law Offices, 100 Pine Street, Suite 1250, San Francisco, CA 94111; (415) 413-4629

DATE:

(Fecha)

Clerk, by

(Secretario)

, Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

**NOTICE TO THE PERSON SERVED: You are served**

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
 

under: <input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
4. ☐ by personal delivery on (date):

Page 1 of 1

SUM-200(A)

SHORT TITLE:

Galvez v. CoWorx Staffing Services LLC

CASE NUMBER:

CGC-19-578983

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 → If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

**List additional parties** (Check only one box. Use a separate page for each type of party.):

☐ Plaintiff ☒ Defendant ☐ Cross-Complainant ☐ Cross-Defendant

CoWorx Staffing Services LLC, a Delaware Corporation

Michael Epstein, an individual

Robert Badolato, an individual

Tim Hartnett, an individual

Ken Sudnikovich, an individual

AND DOES 1 THROUGH 10, INCLUSIVE

Page \_\_\_\_ of \_\_\_\_

Page 1 of 1

Form Adopted for Mandatory Use  
 Judicial Council of California  
 SUM-200(A) [Rev. January 1, 2007]

**ADDITIONAL PARTIES ATTACHMENT**  
 Attachment to Summons

For your protection and privacy, please press the Clear  
 This Form button after you have printed the form.

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Clear this form

**PROOF OF SERVICE**

I, Kevin Woodall, am a resident of the State of California and over the age of 18, and not a party to the within action; my business address is 100 Pine Street, Suite 1250, San Francisco, CA 94111.

**ON SEPTEMBER 10, 2021, I SERVED THE DOCUMENT(S) DESCRIBED AS:**

**AMENDED SUMMONS**

on the following interested parties at the following address:

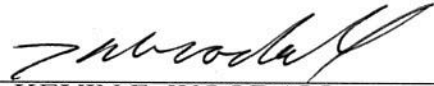
David Ongaro  
Cara Sherman  
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1604 Union Street  
San Francisco, CA 94123  
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[csherman@ongaropc.com](mailto:csherman@ongaropc.com)

Attorneys for CoWorx Staffing Services

- ☐ (BY MAIL) I served the foregoing document(s) by U.S. mail. I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence was deposited with the United States Postal Service this same day in the ordinary course of business at Corte Madera, California.
- ☐ (BY FACSIMILE) I transmitted via facsimile, the document(s) listed above to the fax number(s) set forth above on this date from Corte Madera, California. The transmitting facsimile machine telephone number is (415) 413-4629.
- ☐ (BY FEDEX GROUND) I served the foregoing document(s) by placing it in a sealed envelope or container provided by Federal Express, affixing a pre-paid air bill for ground delivery, and causing the envelope or container to be delivered to a Federal Express agent or depositing it in a box or other facility regularly maintained by Federal Express.
- ☐ (BY PERSONAL DELIVERY) I hired a vendor to personally deliver the foregoing document(s) to the addresses listed above.
- ☒ (BY EMAIL and E-SERVICE) I served the foregoing documents by sending them via email to Defendant's counsel listed above. In addition, One Legal electronically served the documents described above on the recipients designated on the Transaction Receipt (Defendant's counsel listed above) located on the One Legal website ([www.onelegal.com](http://www.onelegal.com)) pursuant to the Court's Local Rules authorizing electronic service of the documents.

Executed this September 10, 2021 at Corte Madera, California.

1 I declare under penalty of perjury under the laws of the State of California and the  
2 United States that the above is true and correct.

3 

4 KEVIN F. WOODALL  
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# **EXHIBIT J**

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9 Attorneys for Plaintiffs

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 COUNTY OF SAN FRANCISCO

13 LYSETTE GALVEZ, individually and on  
 14 behalf of those similarly situated,

15 Plaintiffs,

16 vs.

17 COWORX STAFFING SERVICES LLC, *et*  
 18 *al.*

19 Defendants.

) Case No. CGC-19-578983

) Judge: Hon. Garrett L. Wong  
 ) Department: 610

) **PLAINTIFFS' MEMO. OF P&A'S ISO**  
 ) **PLAINTIFFS' MOTION TO COMPEL**  
 ) **DEFENDANT COWORX STAFFING**  
 ) **SERVICES LLC TO PROVIDE FURTHER**  
 ) **RESPONSES TO PLAINTIFFS' DEMAND**  
 ) **FOR INSPECTION OF DOCUMENT NOS.**  
 ) **1-56 & REQUEST FOR MONETARY**  
 ) **SANCTIONS**

) [Discovery Related Issue]

) Hearing Date: Oct. 7, 2021  
 ) Hearing Time: 9:00 a.m.  
 ) Hearing Location: Dept.: 301 (Discovery)

) Date Complaint Filed: Sept. 4, 2019  
 ) Trial Date: Sept. 2, 2022  
 ) Discovery Cutoff: July 19, 2020

) [Decs. of Thomas D. Rutledge and Kevin  
 ) Woodall, Sep. Stat. of Items in Dispute, and  
 ) Not. of Mot. filed concurrently herewith]

**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. INTRODUCTION.**

This wage and hour class action concerns a group of employees whose employer, among other things, failed to (1) pay for its employees' travel time from one location to another during the same workday, (2) failed to reimburse putative class members for mileage, cell phone, home internet, and similar expenses incurred while performing work, and (3) failed to comply with California meal break law. Plaintiff Galvez, one of more than 4,000 nonexempt Aggrieved Employees (Plaintiffs) that Defendant Coworx Staffing Services LLC (Defendant CoWorx) employed during the putative class period, also alleges Defendant CoWorx required Aggrieved Employees to work off-the-clock without compensation, suffer paystub violations, and endure a myriad of Labor Code violations. In addition to class claims, Plaintiffs likewise assert representative Private Attorney General Act (PAGA) claims based on Defendant's Labor Code violations. (Second Amend. Comp. (SAC), ¶¶ 1-163.)

This Motion is pursuant to Code of Civil Procedure § 2031.300, *et seq.* on the grounds that Defendant has failed, without justification, to serve proper responses to Plaintiffs' Demand for Inspection of Documents (Set One) (DFID) Numbers 1-56. In a nutshell, this discovery generally requires Defendant to provide information relating to (1) the named Plaintiff's records, (2) contact information and records concerning the putative Class Members, (3) records pertaining to Defendant's applicable written wage and hour policy documents applicable to the putative Class, and (4) documents, if any, in support of Defendant's affirmative defenses. Instead of providing substantive responses, Defendant asserted boilerplate objections, such as privacy, overbroad, vague and ambiguousness, and similar objections.

Despite Plaintiffs' numerous attempts to meet and confer about these matters, Defendant CoWorx refuses to provide further responses to foundational discovery requests. The responses Plaintiffs seek to compel are critical to the trier-of-fact because they address the central issues in this case, and withholding such information from the Plaintiffs is prejudicial and without substantial justification. This is especially true since trial is less than a year away.

Plaintiffs very respectfully request this Court to grant Plaintiffs' Motion to Compel and issue

1 an Order compelling Defendant CoWorx to provide full and complete responses to Plaintiffs' DFID  
 2 Numbers 1-56, without objections, within seven days from the date of the Court's Order  
 3 accompanied by a verification. Plaintiffs also very respectfully request that Defendant to pay  
 4 Plaintiffs' Counsel monetary sanctions in the amount of \$7,500 for Defendant's unjustified abuse of  
 5 the Discovery Act.

## 6 **II. STATEMENT OF FACTS.**

### 7 **A. The Parties.**

8 Defendant CoWorx is a large out-of-state limited liability company generally in the business  
 9 of providing temporary placement services to joint employers. Defendant CoWorx employed more  
 10 than 4,000 employees in California during the putative class period. (Rutledge Decl., ¶¶ 2, 3.)

11 For more than three years, Defendant employed Plaintiff Galvez from time-to-time as a  
 12 nonexempt employee performing work selling fragrance and similar products to the general public  
 13 at various malls in southern California. Plaintiff Galvez alleges Defendant owes her and her former  
 14 coworkers wages and expense reimbursements. (SAC, ¶¶ 49-55; Rutledge Decl., ¶¶ 4, 5.)

### 15 **B. Relevant Facts to this Motion.**

16 On September 4, 2019, Plaintiffs filed a wage and hour class action Complaint seeking,  
 17 among other things, unpaid wages, unreimbursed expenses, and remedies for Labor Code violations.  
 18 Following two amendments, Plaintiffs' operative Complaint alleges the following causes of action:  
 19 (1) failure to pay minimum/regular wages; (2) failure to pay overtime wages; (3) meal period  
 20 violations; (4) rest period violations; (5) failure to provide accurate itemized wage statements; (6)  
 21 waiting time penalties; (7) failure to reimburse business expenses; (8) remedies under the PAGA,  
 22 Labor Code §§ 2698, 2699, *et seq.*; and (9) unfair business practices in violation of Cal. Bus & Prof.  
 23 Code §§ 17200, *et seq.* (SAC, ¶¶ 1-163.)

24 Plaintiffs served discovery immediately after filing this case per Code. On December 13,  
 25 2019, Plaintiffs, via counsel, served Defendant with written discovery including but not limited to  
 26 the DFID's at issue here. (Woodall Decl., ¶2, **Ex. 2.**) On July 17, 2020, Defendant, via counsel, mail  
 27 served Plaintiffs with Defendant's responses to Plaintiffs' DFID's. (*Id.* at ¶ 3.) Because Defendant's  
 28 responses contained only boilerplate objections, the parties via counsel subsequently met and

1 conferred on July 23, 2020, and Defendant CoWorx agreed to provide supplemental responses.  
2 (Woodall Dec., ¶ 4.)

3 On August 17, 2020, Defendant, via counsel, mail served Plaintiffs with Defendant's  
4 *unverified* supplemental responses to Plaintiffs' DFID's. These discovery responses likewise contain  
5 only boilerplate objections. (Woodall Decl., ¶ 5, Ex. 6.)

6 From almost the commencement of this litigation, the parties spent considerable time  
7 waiting for COVID-19 to work its course and preparing for private mediation. To this end, the  
8 parties generally agreed to stay formal discovery pending the private mediation process. The parties  
9 also agreed to indefinitely extend Plaintiffs' deadline to move to compel further responses to  
10 Plaintiffs' written discovery, including but not limited to Plaintiffs' DFID's and Document  
11 Requests. (Woodall Decl., ¶ 6, Ex. 7.) The parties agreed that if there was a failed mediation,  
12 Defendant CoWorx would provide the class list, including the names, addresses and email addresses  
13 of all putative class members, to an administrator (Phoenix) for purposes of mailing a *Belair West*  
14 notice. (Woodall Decl., ¶ 7.) The parties agreed the class list would be provided to Phoenix within  
15 approximately 72 hours of a failed mediation. (*Id.*)

16 Although the mediation was originally scheduled to occur in February 2021, that date was  
17 extended to July 17, 2021. (Woodall Decl., ¶ 8.) After the failed mediation, CoWorx requested a  
18 two-week extension for further mediation efforts because its general counsel could not attend the  
19 mediation on July 17 due to a family emergency, which Galvez granted. (*Id.*) At the end of the two-  
20 week extension, CoWorx did not produce the class list to the administrator. (*Id.*)

21 Following the failed mediation, Defendant CoWorx fired its previous counsel and hired new  
22 counsel. (Woodall Decl., ¶ 9.) Meanwhile, Plaintiffs informed Defendant CoWorx that Plaintiffs  
23 have no plans to return to mediation and to prepare for trial. Plaintiffs also need to file a class  
24 certification motion and the information Plaintiffs seek in response to the DFID's here is critical to  
25 this process. (Rutledge Decl., ¶¶ 8-10.)

26 Rather than waste useful time and money fighting over the Class List and going the typical  
27 *Belair West* notice process before turning over the Class List, Defendant CoWorx agreed to  
28 provide Plaintiffs the Class List dispensing with the *Belair West* notice process. (Woodall Decl., ¶

10.) On August 30, 2021, Defendant purported to provide Plaintiffs the Class List, but Defendant produced less than 500 names (approximately 10 percent of the Class List) with no email addresses. (*Id.*) Plaintiffs know the Class List is incomplete because Defendant CoWorx told Plaintiffs there are 4,027 putative Class Members before mediation. Further, Defendant CoWorx is unreasonably refusing to provide Plaintiffs putative Class Members' email addresses despite such information being well within their custody and control since email is the predominant form of communication between the Defendant and the putative Class.

### 8 C. Facts Concerning Plaintiffs' Discovery Dispute and Meet and Confer Attempts.

9 Defendant CoWorx and Plaintiffs, via counsel (previous defendant counsel and current),  
10 have had numerous discussions about Plaintiffs' contentions that Defendant CoWorx must provide  
11 supplemental responses and documents. (Woodall Decl., ¶¶ 4-11.) On August 31, 2021, Plaintiffs  
12 via counsel sent Defendant CoWorx a letter asking CoWorx to provide further responses to  
13 Plaintiffs' written discovery. Notwithstanding the foregoing, the parties are at an impasse and  
14 cannot resolve this discovery dispute without Court intervention. (Rutledge Decl., ¶¶ 6-8, **Ex. 1**)  
15 On August 30, 2021, Plaintiff's counsel asked Defendant CoWorx's counsel about their availability  
16 for a hearing, requesting this information by September 2, but Defendant's counsel never provided  
17 their availability. (Woodall Decl., ¶ 11.)

### 18 **III. STANDARD OF REVIEW.**

19 The discovery statutes are construed liberally in favor of disclosure. (*Greyhound Corp. v.*  
20 *Super. Ct. In and for Merced County* (1961) 56 Cal.2d 355, 377; *Obregon v. Super. Ct.* (1998) 67  
21 Cal.App.4th 424, 434.) All doubts about discoverability are normally resolved in favor of  
22 disclosure. (*Greyhound Corp., supra*, p. 378; *Glenfed Development Corp. v. Super. Ct.* (1997) 53  
23 Cal.App.4th 1113, 1119.)

24 Pursuant to Code of Civil Procedure, §§ 2030.300 (interrogatories) 2031.310 (demands for  
25 production), 2033.290 (requests for admission), (a) upon receipt of Defendant's verified discovery  
26 responses, a discovery propounding party may move for an order compelling further discovery  
27 responses if the responses (1) are evasive/incomplete; (2) documents produced pursuant to Code of  
28 Civil Procedure, § 2030.230 is unwarranted/inadequate; or (3) objection is without merit/too

1 general. A party filing a motion to compel a further response to a discovery demand must show  
 2 “good cause” justifying the discovery sought, which is met by a fact-specific showing of relevance.  
 3 (Code Civ. Pro. § 2031.310(b)(1); *Kirkland v. Super. Ct.* (2002) 95 Cal.App.4th 92, 98.) Once the  
 4 moving party demonstrates good cause for the discovery, the burden is on the responding party to  
 5 justify any objection or failure to fully respond to the discovery demand. (*Kirkland*, *supra*.)

6 **A. Defendant CoWorx Must Provide Further Response to DFID Nos. 1-10, 15, 16, 18,**  
 7 **21, 28-30, 41, 43, 44, 48 and 50 Because These DFID’s Concern only the Named**  
 8 **Plaintiff.**

9 The foregoing DFID’s generally require Defendant to provide documents for only the named  
 10 Plaintiff. Despite the relative simplicity of the requests for documents, Defendant still has not  
 11 provided Plaintiff’s complete personnel file, including but not limited to her timesheets, W-2, actual  
 12 copies of her wage statements, Form 2810.5, job application, work schedules, among other things.  
 13 These records are relevant to this case and critical for Plaintiffs’ prosecution of her Labor Code  
 14 claims.

15 Despite the general rule of disclosure, Defendant refuses to provide this information. Instead,  
 16 Defendant CoWorx asserts boilerplate objections to these DFID’s using virtually every objection in  
 17 the book. For the reasons explained specifically in Plaintiffs’ Separate Statement of Items in Dispute  
 18 (“SSID”) filed concurrently herewith, Defendant CoWorx’s objections are without merit.

19 Any claim from Defendant CoWorx that Plaintiffs’ Motion is untimely is yet another  
 20 frivolous assertion. A motion to compel must be served within 45 days of the service of the verified  
 21 response (five extra days if mailed pursuant to C.C.P. § 1013) or by a specific date agreed upon in  
 22 writing by both parties or the right to bring the motion is waived. (C.C.P. § 2031.310(c).) The  
 23 parties agreed to indefinitely extend Plaintiffs’ deadline to file motions to compel. This Motion is  
 24 timely.

25 **B. Defendant CoWorx Must Provide Further Response to DFID Nos. 12, 13, 17, 19, 35,**  
 26 **42, 45-47, 49, and 51 Because These DFID’s Concern Witness Contact Information**  
 27 **and Records Concerning the Class Members and Aggrieved Employees.**

28 The foregoing DFID’s generally require Defendant CoWorx to provide information

1 identifying contact information and records concerning the putative Class Members and Aggrieved  
 2 Employees. Good cause for full and complete responses to the foregoing DFID's exists because  
 3 responses will identify percipient witnesses, the number of affected putative Class Members as to  
 4 the issue of numerosity, similarity of work experiences to allow Plaintiffs to demonstrate liability  
 5 and typicality of the asserted class claims, and similar evidentiary issues critical Plaintiffs' class and  
 6 PAGA claims. Disclosure of this information is virtually mandatory in wage and hour class and  
 7 PAGA actions. (*Iskanian v. CLS Transp. Los Angeles, LLC* (2014) 59 Cal.4th 348, 383 [plaintiff-  
 8 employees are a proxy for the state in PAGA actions]; *Williams v. Super. Ct.* (2017) 3 Cal.5th 531  
 9 [the default position is that class information is within the proper scope of discovery, an essential  
 10 first step to prosecution of any representative action]; *Huff v. Securitas Security Services USA, Inc.*  
 11 (2018) 23 Cal.App.5th 745 [plaintiff-employee in a representative action via PAGA has standing to  
 12 obtain records and contact information of aggrieved employees even for Labor Code violations he or  
 13 she never sustained].) Indeed, most federal courts in wage and hour cases like this one universally  
 14 agree that a "protective order [alone], in lieu of a Belaire-West notice, sufficiently protects putative  
 15 class members and aggrieved employees' privacy interests in the confidentiality of their contact  
 16 information." (*Amaraut v. Sprint/United Mgmt. Co.* (2020) 2020 U.S. Dist. LEXIS 7558 \*20-21,  
 17 Case No. 3:19CV411 [collecting cases]).

18 Despite the general rule of disclosure, Defendant refuses to provide this information. Instead,  
 19 Defendant CoWorx asserts boilerplate objections to these DFID's using virtually every objection in  
 20 the book. For the reasons explained specifically in Plaintiffs' SSID filed concurrently herewith,  
 21 Defendant CoWorx's objections are without merit.

22 As to Defendant's objection that the discovery terms are vague, argumentative, irrelevant,  
 23 compound, or unascertainable, this cannot be the case because Defendant CoWorx has already  
 24 managed to produce a partial production of the Class List. This Class List, however, is incomplete  
 25 because it is missing more than 3,500 names. As discussed, Defendant informed Plaintiffs there are  
 26 more than 4,000 putative Class Members, yet the list provided has less than 500 names. Further,  
 27 Defendant failed to produce and continues to refuse to produce putative Class Members' email  
 28 addresses even though the Defendant has them.

1 Likewise, the attorney-client privilege objection cannot apply because Defendant CoWorx  
 2 has already managed to produce a portion of the Class List. If the remaining portion of the Class  
 3 List is in possession of only Defendant's former attorneys, Defendant can nevertheless instruct its  
 4 previous counsel to provide Plaintiffs the remaining portion of the Class List.

5 As far as Defendant's privacy, sequencing, and confidentiality objections are concerned,  
 6 Plaintiffs offered to do a *Belaire West* notice process, but Defendant agreed to dispense with this  
 7 requirement. After all, there is an enforceable protective order in place and Plaintiffs' Counsel are  
 8 well experienced in knowing how to handle Class Lists. (See, e.g., *Crab Addison v. Superior Court*  
 9 (2008) 169 Cal.App.4th 958; *Tierno v. Rite Aid Corp.*, 2008 WL 3287035 at \*3 (N.D. Cal. July 31,  
 10 2008); *McArdle v. AT&T Mobility LLC*, 2010 WL 1532334 at \*3-\*4 (N.D. Cal. April 16, 2010)  
 11 [cases requiring defendant-employers to provide class contact information without a *Belaire West*  
 12 notice process.]

13 **C. Defendant CoWorx Must Provide Further Responses to DFID Nos. 11, 14, 20, 31-**  
 14 **34, and 52-54 Because These Records Concern Defendant's Wage and Hour**  
 15 **Policies.**

16 The foregoing DFID's generally require Defendant CoWorx to provide Plaintiffs'  
 17 information concerning even more benign things, namely, Defendant CoWorx's applicable wage  
 18 and hour policies in effect during the putative Class Period. Good cause for full and complete  
 19 responses to the foregoing DFID's exists because responses will determine if Defendant CoWorx's  
 20 written policies are lawful.

21 Defendant asserted virtually the same boilerplate objections to the foregoing DFID's.  
 22 Moreover, these DFID's do not seek any information that even remotely could be considered  
 23 private. For the same reasons the foregoing objections are without merit, Plaintiffs respectfully  
 24 request the Court to disregard these objections.

25 **D. Defendant CoWorx Must Provide Further Responses to DFID Nos. 26, 36-40, 55,**  
 26 **and 56 Because These Records Concern Defendant's Affirmative Defenses, if any.**

27 The foregoing DFID's generally require Defendant CoWorx to provide Plaintiffs' in  
 28 support of Defendant CoWorx's affirmative defenses. The foregoing DFID's generally require

1 Defendant to produce documents such as arbitration agreements, questionnaires, signed  
 2 declarations, among other documents. Good cause for full and complete responses to the foregoing  
 3 DFID's exists because responses will determine if Defendant CoWorx's has any viable defenses to  
 4 Plaintiffs' class claims.

5 Defendant asserted virtually the same boilerplate objections to the foregoing DFID's.  
 6 Moreover, these DFID's do not seek any information that even remotely could be considered  
 7 private. For the same reasons the foregoing objections are without merit, Plaintiffs respectfully  
 8 request the Court to disregard these objections.

9 **E. Defendant CoWorx Should Pay Plaintiffs' Counsel Monetary Sanctions for Its**  
 10 **Discovery Abuses.**

11 Per Code of Civil Procedure § 2031.300(c), the court "shall impose" sanctions to the  
 12 prevailing party, "unless it finds that the one subject to sanctions acted with substantial justification  
 13 or other circumstances that would make imposition of sanctions unjust." There is nothing  
 14 substantially justifying Defendant's dilatory tactics.

15 Here, as evidenced in the concurrently filed Declarations, Plaintiffs' Counsel met and  
 16 conferred with Defendant's counsel on numerous occasions in writing and over the telephone  
 17 highlighting the above-mentioned deficient discovery responses, yet Defendant refused to  
 18 supplement. On August 31, 2021, Plaintiffs even gave Defendant one last chance to provide  
 19 supplemental responses, but Defendant refused thus necessitating this Motion. (Rutledge Decl., **Ex.**  
 20 **1.**)

21 Defendant refuses to provide highly relevant information and documents to this wage and  
 22 hour class and PAGA action without substantial justification. Defendant's objections are without  
 23 merit based on the overwhelming authority provided herein. (*Iskanian; Williams; Huff, supra.*)  
 24 Despite the general rule of disclosure, Defendant CoWorx asserts boilerplate objections to these  
 25 DFID's asserting virtually every objection in the book. For the reasons explained specifically in  
 26 Plaintiffs' SSID filed concurrently herewith, Defendant CoWorx's objections are without merit.  
 27 Therefore, monetary sanctions are appropriate in this situation.  
 28

1 Plaintiffs have or will incur at least \$7,500 in attorneys' fees and costs related to the  
2 preparation of this motion to compel, including the time needed to prepare reply papers and attend  
3 the hearing. (Rutledge Decl., ¶¶ 9-18.) Thus, Plaintiffs' Counsel very respectfully requests \$7,500 in  
4 monetary sanctions for the discovery abuses outlined above.

5 **IV. CONCLUSION.**

6 For the foregoing reasons, Plaintiffs very respectfully request this Court to issue an Order to  
7 compel Defendant CoWorx to provide full and complete responses to Plaintiffs' DFID Numbers 1-  
8 56 without objections within seven days from the date of the Court's Order accompanied by a  
9 verification in compliance with the Code and paying Plaintiffs' Counsel \$7,500 in monetary  
10 sanctions.

11 Dated: September 11, 2021

Law Office of  
Thomas D. Rutledge

13 By: /s/Thomas D. Rutledge  
14 Thomas D. Rutledge  
15 Attorney for the Plaintiffs, *et al.*  
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**PROOF OF SERVICE**

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

I, THOMAS D. RUTLEDGE, the undersigned, am employed in the County of San Diego, State of California; I am over the age of 18 and not a party to the within action; my business address is 113 West G Street, Suite 231, San Diego, California 92101.

On September 11, 2021, I served the foregoing document(s) described as:

**PLAINTIFFS' MEMO. OF P&A'S ISO PLAINTIFFS' MOTION TO COMPEL  
DEFENDANT COWORX STAFFING SERVICES LLC TO PROVIDE FURTHER  
RESPONSES TO PLAINTIFFS' DEMAND FOR INSPECTION OF DOCUMENT NOS. 1-56  
& REQUEST FOR MONETARY SANCTIONS**

on the interested parties to this action by placing a copy thereof enclosed in a sealed envelope addressed as follows: **See Attached List.**

☒ (BY MAIL) I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence was deposited with the United States Postal Service this same day in the ordinary course of business at our Firm's office address in San Diego, California.

☒ (BY EMAIL) I served the foregoing document by email to the abovementioned.

☐ (BY PERSONAL SERVICE) I caused such envelope to be delivered by hand to the offices of the above named addressee(s).

☐ (BY FACSIMILE) I caused such documents to be delivered via facsimile to the offices of the addressee(s) at the following facsimile number:

Executed September 11, 2021, at San Diego, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

THOMAS D. RUTLEDGE  
/s/THOMAS D. RUTLEDGE

**SERVICE LIST**

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 Facsimile: (866) 937-4109  
 kevin@kwoodalllaw.com

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 COUNTY OF SAN FRANCISCO

LYSETTE GALVEZ, individually and  
 on behalf of those similarly situated,

Plaintiffs,

vs.

COWORX STAFFING SERVICES  
 LLC, *et al.*

Defendants.

Case No. CGC-19-578983

Judge: Hon. Garrett L. Wong  
 Department: 610

**PLAINTIFFS' MEMO. OF P&A'S ISO  
 PLAINTIFFS' MOTION TO COMPEL  
 DEFENDANT COWORX STAFFING  
 SERVICES LLC TO PROVIDE FURTHER  
 RESPONSES TO PLAINTIFFS' SPECIAL  
 INTERROGATORY NOS. 2-9 & REQUEST  
 FOR MONETARY SANCTIONS**

[Discovery Related Issue]

Hearing Date: Oct. 7, 2021  
 Hearing Time: 9:00 a.m.  
 Hearing Location: Dept.: 301 (Discovery)

Date Complaint Filed: Sept. 4, 2019  
 Trial Date: Sept. 2, 2022  
 Discovery Cutoff: July 19, 2020

[Decs. of Thomas D. Rutledge and Kevin Woodall, Sep.  
 Stat. of Items in Dispute, and Not. of Mot. filed  
 concurrently herewith]

## **MEMORANDUM OF POINTS AND AUTHORITIES**

### **I. INTRODUCTION.**

This wage and hour class action concerns a group of employees whose employer, among other things, failed to (1) pay for its employees' travel time from one location to another during the same workday, (2) failed to reimburse putative class members for mileage, cell phone, home internet, and similar expenses incurred while performing work, and (3) failed to comply with California meal break law. Plaintiff Galvez, one of more than 4,000 nonexempt Aggrieved Employees (Plaintiffs) that Defendant Coworx Staffing Services LLC (Defendant CoWorx) employed during the putative class period, also alleges Defendant CoWorx required Aggrieved Employees to work off-the-clock without compensation, suffer paystub violations, and endure a myriad of Labor Code violations. In addition to class claims, Plaintiffs likewise assert representative Private Attorney General Act (PAGA) claims based on Defendant's Labor Code violations. (Second Amend. Comp. (SAC), ¶¶ 1-169.)

This Motion is pursuant to Code of Civil Procedure § 2030.300, *et seq.* on the grounds that Defendant has failed, without justification, to serve proper responses to Plaintiffs' Special Interrogatories (Set One) (SI) Numbers 2-9. In a nutshell, these SI's generally require Defendant to provide information relating to (1) contact and statistical information of Class Members and Aggrieved Employees, (2) benign information about the start and end date of Defendant's workweeks, and (3) even more harmless information such as the total number of pay periods Aggrieved Employees worked during the putative class period. Instead of providing substantive responses, Defendant asserted boilerplate objections, such as privacy, overbroad, vague and ambiguousness, and similar objections.

Despite Plaintiffs' numerous attempts to meet and confer about these matters, Defendant CoWorx refuses to provide further responses to foundational discovery requests. The responses Plaintiffs seek to compel are critical to the trier-of-fact

1 because they address the central issues in this case, and withholding such information  
 2 from the Plaintiffs is prejudicial and without substantial justification. This is  
 3 especially true since trial is less than a year away.

4 Plaintiffs very respectfully request this Court to grant Plaintiffs' Motion to  
 5 Compel and issue an Order compelling Defendant CoWorx to provide full and  
 6 complete responses to Plaintiffs' Special Interrogatories (Set One) Numbers 2-9,  
 7 without objections, within seven days from the date of the Court's Order  
 8 accompanied by a verification. Plaintiffs also very respectfully request that Defendant  
 9 to pay Plaintiffs' Counsel monetary sanctions in the amount of \$7,500 for  
 10 Defendant's unjustified abuse of the Discovery Act.

## 11 **II. STATEMENT OF FACTS.**

### 12 **A. The Parties.**

13 Defendant CoWorx is a large out-of-state limited liability company generally in  
 14 the business of providing temporary placement services to joint employers. Defendant  
 15 CoWorx employed more than 4,000 employees in California during the putative class  
 16 period. (Rutledge Decl., ¶¶ 2, 3.)

17 For more than three years, Defendant employed Plaintiff Galvez from time-to-  
 18 time as a nonexempt employee performing work selling fragrance and similar  
 19 products to the general public at various malls in southern California. Plaintiff Galvez  
 20 alleges Defendant owes her and her former coworkers wages and expense  
 21 reimbursements. (SAC, ¶¶ 49-55; Rutledge Decl., ¶¶ 4, 5.)

### 22 **B. Relevant Facts to this Motion.**

23 On September 4, 2019, Plaintiffs filed a wage and hour class action Complaint  
 24 seeking, among other things, unpaid wages, unreimbursed expenses, and remedies for  
 25 Labor Code violations. Following two amendments, Plaintiffs' operative Complaint  
 26 alleges the following causes of action: (1) failure to pay minimum/regular wages; (2)  
 27 failure to pay overtime wages; (3) meal period violations; (4) rest period violations;  
 28 (5) failure to provide accurate itemized wage statements; (6) waiting time penalties;

(7) failure to reimburse business expenses; (8) remedies under the PAGA, Labor Code §§ 2698, 2699, *et seq.*; and (9) unfair business practices in violation of Cal. Bus & Prof. Code §§ 17200, *et seq.* (SAC, ¶¶ 1-169.)

Plaintiffs served discovery immediately after filing this case per Code. On December 13, 2019, Plaintiffs, via counsel, served Defendant with written discovery including but not limited to the SI's at issue here. (Woodall Decl., ¶2, Ex. 1.) On July 17, 2020, Defendant, via counsel, mail served Plaintiffs with Defendant's responses to Plaintiffs' SI's (Set One). (*Id.* at ¶ 3.) Because Defendant's responses contained only boilerplate objections, the parties via counsel subsequently met and conferred on July 23, 2020, and Defendant CoWorx agreed to provide supplemental responses. (Woodall Decl., ¶4.)

On August 17, 2020, Defendant, via counsel, mail served Plaintiffs with Defendant's *unverified* supplemental responses to Plaintiffs' SI's (Set One). These discovery responses likewise contain only boilerplate objections. (Woodall Decl., ¶ 5, Ex. 5.)

From almost the commencement of this litigation, the parties spent considerable time waiting for COVID-19 to work its course and preparing for private mediation. To this end, the parties generally agreed to stay formal discovery pending the private mediation process. The parties also agreed to indefinitely extend Plaintiffs' deadline to move to compel further responses to Plaintiffs' written discovery, including but not limited to Plaintiffs' SI's and Document Requests. (Woodall Decl., ¶ 6, Ex. 7.) The parties agreed that if there was a failed mediation, Defendant CoWorx would provide the class list, including the names, addresses and email addresses of all putative class members, to an administrator (Phoenix) for purposes of mailing a *Belaire West* notice. (Woodall Decl., ¶ 7.) The parties agreed the class list would be provided to Phoenix within approximately 72 hours of a failed mediation. (*Id.*) Although the mediation was originally scheduled to occur in February 2021, that date was extended to July 17, 2021. (Woodall Decl., ¶ 8.) After the failed mediation,

1 CoWorx requested a two-week extension for further mediation efforts because its  
 2 general counsel could not attend the mediation on July 17<sup>th</sup> due to a family  
 3 emergency, which Galvez granted. (*Id.*) At the end of the two-week extension,  
 4 CoWorx did not produce the class list to the administrator. (*Id.*)

5 Following the failed mediation, Defendant CoWorx fired its previous counsel  
 6 and hired new counsel. (Woodall Decl., ¶ 9.) Meanwhile, Plaintiffs informed  
 7 Defendant CoWorx that Plaintiffs have no plans to return to mediation and to prepare  
 8 for trial. Plaintiffs also need to file a class certification motion and the information  
 9 Plaintiffs seek in response to the SI's here is critical to this process. (Rutledge Decl.,  
 10 ¶¶ 8-10.)

11 Rather than waste useful time and money fighting over the Class List and going  
 12 the typical *Belaire West* notice process before turning over the Class List, Defendant  
 13 CoWorx agreed to provide Plaintiffs the Class List dispensing with the *Belaire West*  
 14 notice process. (Woodall Decl., ¶ 10.) On August 30, 2021, Defendant purported to  
 15 provide Plaintiffs the Class List, but Defendant produced less than 500 names  
 16 (approximately 10 percent of the Class List) with no email addresses. (*Id.*) Plaintiffs  
 17 know the Class List is incomplete because Defendant CoWorx told Plaintiffs there are  
 18 4,027 putative Class Members before mediation. Further, Defendant CoWorx is  
 19 unreasonably refusing to provide Plaintiffs putative Class Members' email addresses  
 20 despite such information being well within their custody and control since email is the  
 21 predominant form of communication between the Defendant and the putative Class.

### 22 **C. Facts Concerning Plaintiffs' Discovery Dispute and Meet and Confer** 23 **Attempts.**

24 Defendant CoWorx and Plaintiffs, via counsel (previous defendant counsel and  
 25 current), have had numerous discussions about Plaintiffs' contentions that Defendant  
 26 CoWorx must provide supplemental responses and documents. (Woodall Decl., ¶¶ 4-  
 27 11.) On August 31, 2021, Plaintiffs via counsel sent Defendant CoWorx a letter  
 28 asking CoWorx to provide further responses to Plaintiffs' written discovery.

1 Notwithstanding the foregoing, the parties are at an impasse and cannot resolve this  
 2 discovery dispute without Court intervention. (Rutledge Decl., ¶¶ 6-8, Ex. 1.) On  
 3 August 30, 2021, Plaintiff's counsel asked Defendant CoWorx's counsel about their  
 4 availability for a hearing, requesting this information by September 2, but  
 5 Defendant's counsel never provided their availability. (Woodall Decl., ¶ 11.)

### 6 **III. STANDARD OF REVIEW.**

7 The discovery statutes are construed liberally in favor of disclosure.  
 8 (*Greyhound Corp. v. Super. Ct. In and for Merced County* (1961) 56 Cal.2d 355, 377;  
 9 *Obregon v. Super. Ct.* (1998) 67 Cal.App.4th 424, 434.) All doubts about  
 10 discoverability are normally resolved in favor of disclosure. (*Greyhound Corp.*,  
 11 *supra*, p. 378; *Glenfed Development Corp. v. Super. Ct.* (1997) 53 Cal.App.4th 1113,  
 12 1119.)

13 Pursuant to Code of Civil Procedure, §§ 2030.300 (interrogatories) 2031.310  
 14 (demands for production), 2033.290 (requests for admission), (a) upon receipt of  
 15 Defendant's verified discovery responses, a discovery propounding party may move  
 16 for an order compelling further discovery responses if the responses (1) are  
 17 evasive/incomplete; (2) documents produced pursuant to Code of Civil Procedure, §  
 18 2030.230 is unwarranted/inadequate; or (3) objection is without merit/too general. A  
 19 party filing a motion to compel a further response to a discovery demand must show  
 20 "good cause" justifying the discovery sought, which is met by a fact-specific showing  
 21 of relevance. (Code Civ. Pro. § 2031.310(b)(1); *Kirkland v. Super. Ct.* (2002) 95  
 22 Cal.App.4th 92, 98.) Once the moving party demonstrates good cause for the  
 23 discovery, the burden is on the responding party to justify any objection or failure to  
 24 fully respond to the discovery demand. (*Kirkland*, *supra*.)

#### 25 **A. Defendant CoWorx Must Provide Further Response to SI Nos. 2 and 3** 26 **Because These SI's Concern Witness Contact Information of Class** 27 **Members and Aggrieved Employees.**

28 The foregoing SI's require Defendant CoWorx to provide information

1 identifying contact information for the putative Class Members and Aggrieved  
 2 Employees. Good cause for full and complete responses to the foregoing SI's exists  
 3 because responses will identify percipient witnesses, the number of affected putative  
 4 Class Members as to the issue of numerosity, similarity of work experiences to allow  
 5 Plaintiffs to demonstrate liability and typicality of the asserted class claims, and  
 6 similar evidentiary issues critical Plaintiffs' class and PAGA claims. Disclosure of  
 7 this information is virtually mandatory in wage and hour class and PAGA actions.  
 8 (*Iskanian v. CLS Transp. Los Angeles, LLC* (2014) 59 Cal.4th 348, 383 [plaintiff-  
 9 employees are a proxy for the state in PAGA actions]; *Williams v. Super. Ct.* (2017) 3  
 10 Cal.5th 531 [the default position is that class information is within the proper scope of  
 11 discovery, an essential first step to prosecution of any representative action]; *Huff v.*  
 12 *Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745 [plaintiff-employee  
 13 in a representative action via PAGA has standing to obtain records and contact  
 14 information of aggrieved employees even for Labor Code violations he or she never  
 15 sustained].) Indeed, most federal courts in wage and hour cases like this one  
 16 universally agree that a "protective order [alone], in lieu of a Belaire-West notice,  
 17 sufficiently protects putative class members and aggrieved employees' privacy  
 18 interests in the confidentiality of their contact information." (*Amaraut v.*  
 19 *Sprint/United Mgmt. Co.* (2020) 2020 U.S. Dist. LEXIS 7558 \*20-21, Case No.  
 20 3:19CV411 [collecting cases]).

21 Despite the general rule of disclosure, Defendant refuses to provide this  
 22 information. Instead, Defendant CoWorx asserts boilerplate objections to these SI's  
 23 using virtually every objection in the book. For the reasons explained specifically in  
 24 Plaintiffs' Separate Statement of Items in Dispute ("SSID") filed concurrently  
 25 herewith, Defendant CoWorx's objections are without merit.

26 As to Defendant's objection that the discovery terms are vague, argumentative,  
 27 irrelevant, compound, or unascertainable, this cannot be the case because Defendant  
 28 CoWorx has already managed to produce a partial production of the Class List. This

1 Class List, however, is incomplete because it is missing more than 3,500 names. As  
 2 discussed, Defendant informed Plaintiffs there are more than 4,000 putative Class  
 3 Members, yet the list provided has less than 500 names. Further, Defendant failed to  
 4 produce and continues to refuse to produce putative Class Members' email addresses  
 5 even though the Defendant has them.

6 Likewise, the attorney-client privilege objection cannot apply because  
 7 Defendant CoWorx has already managed to produce a portion of the Class List. If the  
 8 remaining portion of the Class List is in possession of only Defendant's former  
 9 attorneys, Defendant can nevertheless instruct its previous counsel to provide  
 10 Plaintiffs the remaining portion of the Class List.

11 As far as Defendant's privacy, sequencing, and confidentiality objections are  
 12 concerned, Plaintiffs offered to do a *Belaire West* notice process, but Defendant  
 13 agreed to dispense with this requirement. After all, there is an enforceable protective  
 14 order in place and Plaintiffs' Counsel are well experienced in knowing how to handle  
 15 Class Lists. (See, e.g., *Crab Addison v. Superior Court* (2008) 169 Cal.App.4th 958;  
 16 *Tierno v. Rite Aid Corp.*, 2008 WL 3287035 at \*3 (N.D. Cal. July 31, 2008); *McArdle*  
 17 *v. AT&T Mobility LLC*, 2010 WL 1532334 at \*3-\*4 (N.D. Cal. April 16, 2010) [cases  
 18 requiring defendant-employers to provide class contact information without a *Belaire*  
 19 *West* notice process.]

20 Any claim from Defendant CoWorx that Plaintiffs' Motion is untimely is yet  
 21 another frivolous assertion. A motion to compel must be served within 45 days of the  
 22 service of the verified response (five extra days if mailed pursuant to C.C.P. § 1013)  
 23 or by a specific date agreed upon in writing by both parties or the right to bring the  
 24 motion is waived. (C.C.P. § 2030.300(c).) The parties agreed to indefinitely extend  
 25 Plaintiffs' deadline to file motions to compel. This Motion is timely.

#### 26 **B. Defendant CoWorx Must Provide Further Responses to SI Nos. 4-9.**

27 The foregoing SI's require Defendant CoWorx to provide Plaintiffs'  
 28 information concerning even more benign things, such as the number of total putative

1 Class Members and Aggrieved Employees, the beginning period of Defendant's  
2 workweeks, total number of pay periods the respective groups worked during the  
3 PAGA/putative class period. Good cause for full and complete responses to the  
4 foregoing SI's exists because responses will resolve the issue of numerosity, liability  
5 issues, and similar issues.

6 Defendant asserted virtually the same boilerplate objections to SI's 2-3  
7 discussed above. Moreover, these SI's do not seek any information that even remotely  
8 could be considered private. For the same reasons the foregoing objections are  
9 without merit, Plaintiffs request the Court to disregard these objections.

10 **C. Defendant CoWorx Should Pay Plaintiffs' Counsel Monetary Sanctions**  
11 **for Its Discovery Abuses.**

12 Per Code of Civil Procedure § 2030.300(d), the court "shall impose" sanctions  
13 to the prevailing party, "unless it finds that the one subject to sanctions acted with  
14 substantial justification or other circumstances that would make imposition of  
15 sanctions unjust." There is nothing substantially justifying Defendant's dilatory  
16 tactics.

17 Here, as evidenced in the concurrently filed Declaration of Thomas D.  
18 Rutledge, Plaintiffs' Counsel met and conferred with Defendant's counsel on  
19 numerous occasions in writing and over the telephone highlighting the above-  
20 mentioned deficient discovery responses, yet Defendant refused to supplement. On  
21 August 31, 2021, Plaintiffs even gave Defendant one last chance to provide  
22 supplemental responses, but Defendant refused thus necessitating this Motion.  
23 (Rutledge Decl., **Ex. 1.**)

24 Defendant refuses to provide highly relevant information and documents to this  
25 wage and hour class and PAGA action without substantial justification. With respect  
26 to SI Nos. 3-9, these do not seek any information that even remotely could be  
27 considered private. Moreover, Defendant's objections are without merit based on the  
28 overwhelming authority provided herein. (*Iskanian; Williams; Huff, supra.*)

1 Therefore, monetary sanctions are appropriate in this situation.

2 Plaintiffs have or will incur at least \$7,500 in attorneys' fees and costs related  
3 to the preparation of this motion to compel, including the time needed to prepare  
4 reply papers and attend the hearing. (Rutledge Decl., ¶¶ 9-18.) Thus, Plaintiffs'  
5 Counsel very respectfully requests \$7,500 in monetary sanctions for the discovery  
6 abuses outlined above.

7 **IV. CONCLUSION.**

8 For the foregoing reasons, Plaintiffs very respectfully request this Court to  
9 issue an Order to compel Defendant CoWorx to provide full and complete responses  
10 to Plaintiffs' Special Interrogatories (Set One) Numbers 2-9 without objections within  
11 seven days from the date of the Court's Order accompanied by a verification in  
12 compliance with the Code and paying Plaintiffs' Counsel \$7,500 in monetary  
13 sanctions.

14 Dated: September 11, 2021

Law Office of  
Thomas D. Rutledge

16 By: /s/Thomas D. Rutledge  
17 Thomas D. Rutledge  
18 Attorney for the Plaintiffs, *et al.*

**PROOF OF SERVICE**

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

I, THOMAS D. RUTLEDGE, the undersigned, am employed in the County of San Diego, State of California; I am over the age of 18 and not a party to the within action; my business address is 113 West G Street, Suite 231, San Diego, California 92101.

On September 11, 2021, I served the foregoing document(s) described as:

**PLAINTIFFS' NOTICE OF MOTION AND MOTION TO COMPEL DEFENDANT CoWorx STAFFING SERVICES LLC TO PROVIDE FURTHER RESPONSES TO PLAINTIFFS' SPECIAL INTERROGATORY NOS. 2-9 & REQUEST FOR MONETARY SANCTIONS**

on the interested parties to this action by placing a copy thereof enclosed in a sealed envelope addressed as follows: **See Attached List.**

☒ **(BY MAIL)** I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence was deposited with the United States Postal Service this same day in the ordinary course of business at our Firm's office address in San Diego, California.

☒ **(BY EMAIL)** I served the foregoing document by email to the abovementioned.

☐ **(BY PERSONAL SERVICE)** I caused such envelope to be delivered by hand to the offices of the above named addressee(s).

☐ **(BY FACSIMILE)** I caused such documents to be delivered via facsimile to the offices of the addressee(s) at the following facsimile number:

Executed September 11, 2021, at San Diego, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

THOMAS D. RUTLEDGE  
/s/THOMAS D. RUTLEDGE

**SERVICE LIST**

David R. Ongaro, Esquire  
1604 Union Street  
San Francisco, California 94123

Attorneys for Defendants

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 thomasrutledgelaw@gmail.com

Kevin F. Woodall (SBN 180650)  
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 100 Pine Street, Suite 1250  
 San Francisco, California 94111  
 Telephone: (415) 413-4629  
 Facsimile: (866) 937-4109  
 kevin@kwoodalllaw.com

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

LYSETTE GALVEZ, individually and  
 on behalf of those similarly situated,

Plaintiffs,

vs.

COWORX STAFFING SERVICES  
 LLC, *et al.*

Defendants.

Case No. CGC-19-578983

**PLAINTIFFS' NOTICE OF MOTION AND  
 MOTION TO COMPEL DEFENDANT  
 COWORX STAFFING SERVICES LLC  
 TO PROVIDE FURTHER RESPONSES TO  
 PLAINTIFFS' DEMAND FOR  
 INSPECTION OF DOCUMENTS (SET  
 ONE) NOS. 1-56 AND REQUEST FOR  
 MONETARY SANCTIONS**

[Discovery Related Issue]

Hearing Date: October 7, 2021  
 Hearing Time: 9:00 a.m.  
 Hearing Location: Dept.: 301 (Discovery)

Date Complaint Filed: Sept. 4, 2019  
 Trial Date: Sept. 2, 2022  
 Discovery Cutoff: July 19, 2020

[Decs. of Thomas D. Rutledge and Kevin Woodall,  
 Sep. Stat. of Items in Dispute, and MPA filed  
 concurrently herewith]

1 TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that on **Oct. 7, 2021 at 9:00 a.m.**, or as soon  
3 thereafter as the matter may be heard in Department 301 (Discovery) of the above-  
4 entitled court, located at Civic Center Courthouse, 400 McAllister Street, San  
5 Francisco, CA 94102-4514, Plaintiff Lysette Galvez, on behalf of herself and other  
6 similarly aggrieved employees (“Plaintiffs”) in a wage and hour class and  
7 representative action, will move and hereby does move the Court for an order  
8 compelling Defendant Coworx Staffing Services LLC (“Defendant”) to serve further  
9 responses to Plaintiffs’ Demand for Inspection of Documents (Set One) Numbers 1-  
10 59 absent objections and requiring Defendant to pay Plaintiffs’ Counsel monetary  
11 sanctions in the amount of **\$7,500**.

12 This Motion is made pursuant to Code of Civil Procedure § 2031.010, *et seq.*  
13 on the grounds that Defendant has failed, without justification, to serve proper  
14 responses to Plaintiffs’ Demand for Inspection of Documents (Set One) Numbers 1-  
15 56. In a nutshell, this discovery generally requires Defendant to provide information  
16 relating to (1) the named Plaintiff’s records, (2) contact information and records  
17 concerning the putative Class Members, (3) records pertaining to Defendant’s  
18 applicable written wage and hour policy documents applicable to the putative Class,  
19 and (4) documents, if any, in support of Defendant’s affirmative defenses. Instead of  
20 producing responses, Defendant asserted boilerplate objections, such as privacy,  
21 overbroad, vague and ambiguousness, and similar objections.

22 This Motion is based upon this Notice, and pleadings this moving party will  
23 file per Code, such as a Memorandum of Points and Authorities, Declarations, and  
24 Separate Statement of Items in Dispute, the records in the Court’s file in this action,  
25 and upon such further evidence and argument as may be presented before or at the  
26 time of the hearing on the Motion.

1 Dated: September 11, 2021

Law Office of  
Thomas D. Rutledge

2  
3 By: /s/Thomas D. Rutledge  
4 Thomas D. Rutledge  
5 Attorney for the Plaintiffs, *et al.*  
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**PROOF OF SERVICE**

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

I, THOMAS D. RUTLEDGE, the undersigned, am employed in the County of San Diego, State of California; I am over the age of 18 and not a party to the within action; my business address is 113 West G Street, Suite 231, San Diego, California 92101.

On September 11, 2021, I served the foregoing document(s) described as:

**PLAINTIFFS' NOTICE OF MOTION AND MOTION TO COMPEL DEFENDANT COWORX STAFFING SERVICES LLC TO PROVIDE FURTHER RESPONSES TO PLAINTIFFS' DEMAND FOR INSPECTION OF DOCUMENTS (SET ONE) NOS. 1-56 AND REQUEST FOR MONETARY SANCTIONS AND DECLARATION OF KEVIN WOODALL**

on the interested parties to this action by placing a copy thereof enclosed in a sealed envelope addressed as follows: **See Attached List.**

☒ **(BY MAIL)** I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence was deposited with the United States Postal Service this same day in the ordinary course of business at our Firm's office address in San Diego, California.

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Executed September 11, 2021, at San Diego, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

THOMAS D. RUTLEDGE  
/s/THOMAS D. RUTLEDGE

**SERVICE LIST**

David R. Ongaro, Esquire  
1604 Union Street  
San Francisco, California 94123

Attorneys for Defendants

1 Thomas D. Rutledge (SBN 200497)  
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 4 thomasrutledgelaw@gmail.com

5 Kevin F. Woodall (SBN 180650)  
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 6 100 Pine Street, Suite 1250  
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 Telephone: (415) 413-4629  
 8 Facsimile: (866) 937-4109  
 9 kevin@kwoodalllaw.com

10 Attorneys for Plaintiffs

11  
 12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF SAN FRANCISCO

14 LYSETTE GALVEZ, individually and  
 15 on behalf of those similarly situated,

16 Plaintiffs,

17  
 18 vs.

19 COWORX STAFFING SERVICES  
 20 LLC, *et al.*

21 Defendants.

) Case No. CGC-19-578983

) **PLAINTIFFS' NOTICE OF MOTION AND**  
 ) **MOTION TO COMPEL DEFENDANT**  
 ) **COWORX STAFFING SERVICES LLC**  
 ) **TO PROVIDE FURTHER RESPONSES TO**  
 ) **PLAINTIFFS' SPECIAL**  
 ) **INTERROGATORY NOS. 2-9 &**  
 ) **REQUEST FOR MONETARY**  
 ) **SANCTIONS**

) [Discovery Related Issue]

) Hearing Date: October 7, 2021

) Hearing Time: 9:00 a.m.

) Hearing Location: Dept.: 301 (Discovery)

) Date Complaint Filed: Sept. 4, 2019

) Trial Date: Sept. 2, 2022

) Discovery Cutoff: July 19, 2020

) [Decs. of Thomas D. Rutledge and Kevin  
 ) Woodall, Sep. Stat. of Items in Dispute, and  
 ) MPA filed concurrently herewith]

1 TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that on **Oct. 7, 2021 at 9:00 a.m.**, or as soon  
3 thereafter as the matter may be heard in Department 301 (Discovery) of the above-  
4 entitled court, located at Civic Center Courthouse, 400 McAllister Street, San  
5 Francisco, CA 94102-4514, Plaintiff Lysette Galvez, on behalf of herself and other  
6 similarly aggrieved employees (“Plaintiffs”) in a wage and hour class and  
7 representative action, will move and hereby does move the Court for an order  
8 compelling Defendant Coworx Staffing Services LLC (“Defendant”) to serve further  
9 responses to Plaintiffs’ Special Interrogatories (Set One) Numbers 2-9 absent  
10 objections and requiring Defendant to pay Plaintiffs’ Counsel monetary sanctions in  
11 the amount of **\$7,500**.

12 This Motion is pursuant to Code of Civil Procedure § 2030.300, *et seq.* on the  
13 grounds that Defendant has failed, without justification, to serve proper responses to  
14 Plaintiffs’ Special Interrogatories (Set One) (“SI”) Numbers 2-9. In a nutshell, these  
15 SI’s generally require Defendant to provide information relating to (1) contact and  
16 statistical information of Class Members. Instead of producing responses, Defendant  
17 asserted boilerplate objections, such as privacy, overbroad, vague and ambiguousness,  
18 and similar objections. In abuse of the Discovery Act, Defendant is unwilling to  
19 supplement, despite Plaintiffs’ numerous meet and confer attempts to get Defendant  
20 to comply with its discovery requirements. Based thereon, Plaintiffs very respectfully  
21 request monetary sanctions.

22 This Motion is based upon this Notice, and pleadings this moving party will  
23 file per Code, such as a Memorandum of Points and Authorities, Declarations, and  
24 Separate Statement of Items in Dispute, the records in the Court’s file in this action,  
25 and upon such further evidence and argument as may be presented before or at the  
26 time of the hearing on the Motion.

1 Dated: September 11, 2021

Law Office of  
Thomas D. Rutledge

2  
3 By: /s/Thomas D. Rutledge  
4 Thomas D. Rutledge  
5 Attorney for the Plaintiffs, *et al.*  
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**PROOF OF SERVICE**

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

I, THOMAS D. RUTLEDGE, the undersigned, am employed in the County of San Diego, State of California; I am over the age of 18 and not a party to the within action; my business address is 113 West G Street, Suite 231, San Diego, California 92101.

On September 11, 2021, I served the foregoing document(s) described as:

**PLAINTIFFS' NOTICE OF MOTION AND MOTION TO COMPEL DEFENDANT COWORX STAFFING SERVICES LLC TO PROVIDE FURTHER RESPONSES TO PLAINTIFFS' SPECIAL INTERROGATORY NOS. 2-9 & REQUEST FOR MONETARY SANCTIONS AND DECLARATION OF KEVIN WOODALL**

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☒ **(BY MAIL)** I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence was deposited with the United States Postal Service this same day in the ordinary course of business at our Firm's office address in San Diego, California.

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Executed September 11, 2021, at San Diego, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

THOMAS D. RUTLEDGE  
/s/THOMAS D. RUTLEDGE

**SERVICE LIST**

David R. Ongaro, Esquire  
1604 Union Street  
San Francisco, California 94123

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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 COUNTY OF SAN FRANCISCO

LYSETTE GALVEZ, individually and  
 on behalf of those similarly situated,

Plaintiffs,

vs.

COWORX STAFFING SERVICES  
 LLC, *et al.*,

Defendants.

Case No. CGC-19-578983

Judge: Hon. Garrett L. Wong  
 Department: 610

**DECLARATION OF THOMAS D.  
 RUTLEDGE ISO PLAINTIFFS' MOTION  
 TO COMPEL DEFENDANT COWORX  
 STAFFING SERVICES LLC TO PROVIDE  
 FURTHER RESPONSES TO PLAINTIFFS'  
 SPECIAL DEMAND FOR INSPECTION  
 OF DOCUMENTS NOS. 1-56 & REQUEST  
 FOR MONETARY SANCTIONS**

Hearing Date: Oct. 7, 2021  
 Hearing Time: 9:00 a.m.  
 Hearing Location: Dept.: 301 (Discovery)

Date Complaint Filed: Sept. 4, 2019  
 Trial Date: Sept. 2, 2022  
 Discovery Cutoff: July 19, 2020

[SSID, Dec. of Kevin Woodall, Not. of Mot., and MPA  
 filed concurrently herewith]

**DECLARATION OF THOMAS D. RUTLEDGE**

I, THOMAS D. RUTLEDGE, declare and state as follows:

1. I am counsel of record for the named Plaintiff, the putative Class, the State of California as a quasi-assistant attorney general, and Aggrieved Employees pursuant to the Private Attorney General Act (PAGA) under Lab. Code § 2699, *et seq.* in this wage and hour class and PAGA action. As such, I am fully familiar with the facts, pleadings, and history of this matter. The following facts are within my own personal knowledge, and if called as a witness, I could testify competently to the matters stated herein.

**The Parties.**

2. Defendant CoWorx Staffing Services LLC (CoWorx) is a large out-of-state limited liability company generally in the business of providing temporary placement services to joint employers.

3. We are informed that Defendant CoWorx employed more than 4,000 employees in California during the putative class period because that is what their previous counsel told us.

4. For more than three years, Defendant employed Plaintiff Galvez from time-to-time as a nonexempt employee performing work selling fragrance and similar products to the general public at various malls in southern California.

5. Plaintiff Galvez alleges Defendant owes her and her former coworkers wages and expense reimbursements.

**The Relevant Facts.**

6. In addition to the meet and confer efforts stated my co-counsel, Mr. Woodall's accompanying Declaration filed concurrently herewith, on August 31, 2021, I sent Defendant CoWorx's counsel a letter via U.S. mail and email asking CoWorx to provide further responses to Plaintiffs' written discovery, a true and correct copy of which is attached hereto and marked as **Exhibit 1**.

7. The foregoing letter asked Defendant CoWorx's counsel for their

1 availability for a hearing on this Motion, requesting this information by September 2,  
2 2021 but Defendant's counsel never provided their availability or any response to the  
3 foregoing letter.

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5 this discovery dispute and it suffices to say Defendant has no intention of providing  
6 further responses to this discovery without a court order requiring the Defendant to  
7 comply.

8 **Plaintiffs' Request for Monetary Sanctions for Discovery Abuse.**

9 9. Defendant and its counsel are unreasonably delaying Plaintiffs right to  
10 obtain discovery.

11 10. Based on all facts stated in this Motion, Defendant's objections to  
12 Plaintiffs' discovery are unsubstantially justified and Defendant's unwillingness to  
13 meet and confer is in bad faith.

14 11. I have been a licensed attorney for 26 years.

15 12. I received B.A. in History and Political Science from the University of  
16 Massachusetts, Boston, Massachusetts (1990), a C.S.S. in Management and  
17 Administration from Harvard University, Cambridge, Massachusetts (1992), a J. D.  
18 from Temple University (1995); I am member of the State Bars of Florida (admitted  
19 in 1995, inactive currently), Massachusetts (admitted in 1995, retired), and California  
20 (admitted 1999); from 1995 to 2002, I served in various capacities as a prosecutor,  
21 defense attorney, and staff judge advocate in the U.S. Navy Judge Advocate  
22 General's Corps handling hundreds of criminal and civil litigation matters; from 2002  
23 to 2004, I was a litigation associate for the law firm of Christensen, Miller, Fink,  
24 Jacobs, Glaser, Weil & Shapiro, LLP in Los Angeles, California, a large firm that was  
25 primarily devoted to litigation of large matters; from 2004 to 2009, I was a litigation  
26 associate for Branton & Wilson, APC, San Diego, California; and in September 2009,  
27 I opened the Law Offices of Thomas D. Rutledge and began representing plaintiffs in  
28 employment litigation.

1           13. My hourly rate is \$914, a reasonable fee based on my level of  
2 experience, practice area, and as established in the Laffey Matrix, a well-respected  
3 source of what the average attorney earns in the U.S., a true and correct copy of  
4 which is attached as **Exhibit 2**.

5           14. Before filing these papers, my co-counsel (Mr. Woodall) and I had a  
6 number of discussions with defense counsel via the phone and email in an attempt to  
7 resolve this dispute.

8           15. I easily spent at least 12 hours drafting this Motion and the other  
9 accompanying discovery Motion, will likely spend five more preparing Reply papers,  
10 and another hour appearing in this matter.

11           16. By the time these papers are filed, we also will have advanced the  
12 Plaintiffs' filing and One Legal fees in the amount of \$75 and another \$94 in  
13 Courtcall fees for a total of \$169.

14           17. My reasonable attorney's fees are as follows: \$914 X 17 hours =  
15 **\$15,538**.

16           18. In total, my office incurred **\$15,707** in attorney's fees and costs, for  
17 which we respectfully request reimbursement.

18 **Conclusion.**

19           19. For the foregoing reasons, Plaintiffs very respectfully request this Court  
20 to issue an Order to compel Defendant to provide full and complete responses to  
21 Plaintiffs' Demand for Inspection of Documents (Set One) Numbers 1-56 without  
22 objections within seven days from the date of the Court's Order accompanied by a  
23 verification in compliance with the Code without requiring a *Belaire West* notice  
24 process and paying Plaintiffs' Counsel \$7,500 in monetary sanctions for the filing of  
25 this Motion.

1  
2 Except as to those matters made upon information and belief, I declare under  
3 penalty of perjury under the laws of the State of California that the foregoing is true  
4 and correct. Executed September 11, 2021, at San Diego, California

5 Dated: September 11, 2021

6 Law Office of  
7 Thomas D. Rutledge

8 By: *Thomas D. Rutledge*  
9 Declarant, /s/Thomas D. Rutledge  
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# Exhibit 1

**Thomas D. Rutledge**  
Attorney-at-Law  
113 West G Street, Suite 231  
San Diego, California 92101  
Tel.: 619-886-7224  
thomasrutledgelaw@gmail.com

August 31, 2021

File No. 695

**VIA U.S. MAIL AND EMAIL**

David R. Ongaro, Esquire  
1604 Union Street  
San Francisco, California 94123

**Re: *Galvez, et al. v. Coworx Staffing LLC, et al.***  
**SCSF Case Number: CGC-19-578983**

Dear Defense Counsel:

This is an attempt to meet and confer with you without seeking court intervention. On December 13, 2019, Plaintiffs, via counsel, served Defendant Coworx with Plaintiffs' Demand for Inspection of Documents (DFID's) Nos. 1-56. On August 17, 2020, after several extensions granted by the Plaintiffs, Defendant Coworx responded to Plaintiffs' DFID's with boilerplate responses and no verifications. The parties subsequently agreed to indefinitely extend Plaintiffs' deadline to compel (technically no deadline applies since Defendant failed to serve verifications) further responses.

Accordingly, please respond to this letter by the close of business of **Thursday, September 2, 2021** promising to provide further responses to Plaintiffs' DFID's for a specific future date in September 2021 absent objections except for the attorney client privilege objection if applicable. Alternatively, please provide agreeable hearing dates to appear for Plaintiffs' Motion to Compel further responses and request for monetary sanctions for the week of October 4, 2021.

Failure to respond to this letter in writing will constitute a waiver, in which case we will unilaterally set a motion hearing date. Time is of the essence. Thank you.

Very truly yours,

*/s/Thomas D. Rutledge*  
Thomas D. Rutledge

Cc: Kevin Woodall, Esquire (via e-mail)

# Exhibit 2

# LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
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6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
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6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
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The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

\* “Years Out of Law School” is calculated from June 1 of each year, when most law students graduate. “1-3” includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). “4-7” applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier “1-3” from June 1, 1996 until May 31, 1999, would move into tier “4-7” on June 1, 1999, and tier “8-10” on June 1, 2003.

\*\* The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

**PROOF OF SERVICE**

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

I, THOMAS D. RUTLEDGE, the undersigned, am employed in the County of San Diego, State of California; I am over the age of 18 and not a party to the within action; my business address is 113 West G Street, Suite 231, San Diego, California 92101.

On September 11, 2021, I served the foregoing document(s) described as:

**DECLARATION OF THOMAS D. RUTLEDGE ISO PLAINTIFFS' MOTION TO COMPEL DEFENDANT COWORX STAFFING SERVICES LLC TO PROVIDE FURTHER RESPONSES TO PLAINTIFFS' SPECIAL DEMAND FOR INSPECTION OF DOCUMENTS NOS. 1-56 & REQUEST FOR MONETARY SANCTIONS**

on the interested parties to this action by placing a copy thereof enclosed in a sealed envelope addressed as follows: **See Attached List.**

☒ **(BY MAIL)** I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence was deposited with the United States Postal Service this same day in the ordinary course of business at our Firm's office address in San Diego, California.

☒ **(BY EMAIL)** I served the foregoing document by email to the abovementioned.

☐ **(BY PERSONAL SERVICE)** I caused such envelope to be delivered by hand to the offices of the above named addressee(s).

☐ **(BY FACSIMILE)** I caused such documents to be delivered via facsimile to the offices of the addressee(s) at the following facsimile number:

Executed September 11, 2021, at San Diego, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

THOMAS D. RUTLEDGE  
/s/THOMAS D. RUTLEDGE

**SERVICE LIST**

David R. Ongaro, Esquire  
1604 Union Street  
San Francisco, California 94123

Attorneys for Defendants

Thomas D. Rutledge (SBN 200497)  
 Attorney-at-Law  
 113 West G Street, Suite 231  
 San Diego, California 92101  
 Telephone: (619) 886-7224  
 thomasrutledgelaw@gmail.com

Kevin F. Woodall (SBN 180650)  
 Woodall Law Offices  
 100 Pine Street, Suite 1250  
 San Francisco, California 94111  
 Telephone: (415) 413-4629  
 Facsimile: (866) 937-4109  
 kevin@kwoodalllaw.com

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

LYSETTE GALVEZ, individually and  
 on behalf of those similarly situated,

Plaintiffs,

vs.

COWORX STAFFING SERVICES  
 LLC, *et al.*,

Defendants.

Case No. CGC-19-578983

Judge: Hon. Garrett L. Wong  
 Department: 610

**DECLARATION OF THOMAS D.  
 RUTLEDGE ISO PLAINTIFFS' MOTION  
 TO COMPEL DEFENDANT COWORX  
 STAFFING SERVICES LLC TO PROVIDE  
 FURTHER RESPONSES TO PLAINTIFFS'  
 SPECIAL INTERROGATORY NOS. 2-9 &  
 REQUEST FOR MONETARY  
 SANCTIONS**

[Discovery Related Issue]

Hearing Date: Oct. 7, 2021  
 Hearing Time: 9:00 a.m.  
 Hearing Location: Dept.: 301 (Discovery)

Date Complaint Filed: Sept. 4, 2019  
 Trial Date: Sept. 2, 2022  
 Discovery Cutoff: July 19, 2020

[SSID, Dec. of Kevin Woodall, Not. of Mot., and MPA  
 filed concurrently herewith]

**DECLARATION OF THOMAS D. RUTLEDGE**

I, THOMAS D. RUTLEDGE, declare and state as follows:

1. I am counsel of record for the named Plaintiff, the putative Class, the State of California as a quasi-assistant attorney general, and Aggrieved Employees pursuant to the Private Attorney General Act (PAGA) under Lab. Code § 2699, *et seq.* in this wage and hour class and PAGA action. As such, I am fully familiar with the facts, pleadings, and history of this matter. The following facts are within my own personal knowledge, and if called as a witness, I could testify competently to the matters stated herein.

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5. Plaintiff Galvez alleges Defendant owes her and her former coworkers wages and expense reimbursements.

**The Relevant Facts.**

6. In addition to the meet and confer efforts stated my co-counsel, Mr. Woodall's accompanying Declaration filed concurrently herewith, on August 31, 2021, I sent Defendant CoWorx's counsel a letter via U.S. mail and email asking CoWorx to provide further responses to Plaintiffs' written discovery, a true and correct copy of which is attached hereto and marked as **Exhibit 1**.

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1 availability for a hearing on this Motion, requesting this information by September 2,  
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 6 further responses to this discovery without a court order requiring the Defendant to  
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16           18. In total, my office incurred **\$15,707** in attorney's fees and costs, for  
17 which we respectfully request reimbursement.

18 **Conclusion.**

19           19. For the foregoing reasons, Plaintiffs very respectfully request this Court  
20 to issue an Order to compel Defendant to provide full and complete responses to  
21 Plaintiffs' Special Interrogatories (Set One) Numbers 2-9 without objections within  
22 seven days from the date of the Court's Order accompanied by a verification in  
23 compliance with the Code without requiring a *Belaire West* notice process and paying  
24 Plaintiffs' Counsel \$7,500 in monetary sanctions for the filing of this Motion.

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2 Except as to those matters made upon information and belief, I declare under  
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5 Dated: September 11, 2021

6 Law Office of  
7 Thomas D. Rutledge

8 By: *Thomas D. Rutledge*  
9 Declarant, /s/Thomas D. Rutledge  
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# Exhibit 1

**Thomas D. Rutledge**  
Attorney-at-Law  
113 West G Street, Suite 231  
San Diego, California 92101  
Tel.: 619-886-7224  
thomasrutledgelaw@gmail.com

August 31, 2021

File No. 695

**VIA U.S. MAIL AND EMAIL**

David R. Ongaro, Esquire  
1604 Union Street  
San Francisco, California 94123

**Re: *Galvez, et al. v. Coworx Staffing LLC, et al.***  
**SCSF Case Number: CGC-19-578983**

Dear Defense Counsel:

This is an attempt to meet and confer with you without seeking court intervention. On December 13, 2019, Plaintiffs, via counsel, served Defendant Coworx with Special Interrogatories (SROG's) Nos. 1-9. On August 17, 2020, after several extensions granted by the Plaintiffs, Defendant Coworx responded to Plaintiffs' SROG's with boilerplate responses and no verifications. The parties subsequently agreed to indefinitely extend Plaintiffs' deadline to compel (technically no deadline applies since Defendant failed to serve verifications) further responses.

Accordingly, please respond to this letter by the close of business of **Thursday, September 2, 2021** promising to provide further responses to Plaintiffs' SROG's for a specific future date in September 2021 absent objections except for the attorney client privilege objection if applicable. This time please be sure to include the remaining names of the Class Members and their email addresses (we received the names and addresses of only about 500 putative class members, when Defendant informed us there are more than 4000 and no email addresses). Alternatively, please provide agreeable hearing dates to appear for Plaintiffs' Motion to Compel further responses and request for monetary sanctions for the week of October 4, 2021.

Failure to respond to this letter in writing will constitute a waiver, in which case we will unilaterally set a motion hearing date. Time is of the essence. Thank you.

Very truly yours,

*/s/Thomas D. Rutledge*  
Thomas D. Rutledge

Cc: Kevin Woodall, Esquire (via e-mail)

# Exhibit 2

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**PROOF OF SERVICE**

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

I, THOMAS D. RUTLEDGE, the undersigned, am employed in the County of San Diego, State of California; I am over the age of 18 and not a party to the within action; my business address is 113 West G Street, Suite 231, San Diego, California 92101.

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FOR MONETARY SANCTIONS**

on the interested parties to this action by placing a copy thereof enclosed in a sealed envelope addressed as follows: **See Attached List.**

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Executed September 11, 2021, at San Diego, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

THOMAS D. RUTLEDGE  
/s/THOMAS D. RUTLEDGE

**SERVICE LIST**

David R. Ongaro, Esquire  
1604 Union Street  
San Francisco, California 94123

Attorneys for Defendants

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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

LYSETTE GALVEZ, individually and on  
 behalf of those similarly situated,  
  
 Plaintiffs,  
  
 vs.  
  
 COWORX STAFFING SERVICES LLC, *et*  
*al.*  
  
 Defendants.

) Case No. CGC-19-578983  
 )  
 ) **PLAINTIFFS' SEPARATE STATEMENT**  
 ) **OF ITEMS IN DISPUTE ISO**  
 ) **PLAINTIFFS' MOTION TO COMPEL**  
 ) **DEFENDANT COWORX STAFFING**  
 ) **SERVICES LLC TO PROVIDE FURTHER**  
 ) **RESPONSES TO PLAINTIFFS' DEMAND**  
 ) **FOR INSPECTION OF DOCUMENT NOS.**  
 ) **1-56 & REQUEST FOR MONETARY**  
 ) **SANCTIONS**  
 )  
 ) [Discovery Related Issue]  
 )  
 ) Hearing Date: Oct. 7, 2021  
 ) Hearing Time: 9:00 a.m.  
 ) Hearing Location: Dept.: 301 (Discovery)  
 )  
 ) Date Complaint Filed: Sept. 4, 2019  
 ) Trial Date: Sept. 2, 2022  
 ) Discovery Cutoff: July 19, 2020  
 )  
 ) [[Prop.] Order, Decs. of Thomas D. Rutledge  
 ) and Kevin Woodall, Not. of Mot., and MPA  
 ) filed concurrently herewith]  
 )  
 )

**PLAINTIFFS' SEPARATE STATEMENT OF ITEMS IN DISPUTE**

**DDID No. 1**

The PLAINTIFF'S complete PERSONNEL FILE. (The term "PLAINTIFF" shall mean **LYSETTE GALVEZ**) (The term "PERSONNEL FILE" shall mean and include any and all records maintained either in the normal course of business or for any special purpose with respect to the application, course of employment, and termination of any employee of Defendant, and specifically includes applications, disciplinary notices, performance evaluations, employment histories or summaries, records of residential address and telephone numbers, termination notices, job assignments or classification records, compensation, payroll records, background checks, and other similar records. The term "PERSONNEL FILE" includes, but is not limited to, all writings within the meaning of Labor Code §§ 226 and 1198.5.)

**DEFENDANT'S FURTHER RESPONSE TO DFID NO. 1**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects to this request as vague, ambiguous, overbroad, and unintelligible in that it provides two alternate definitions for the term "PERSONNEL FILE." Defendant objects to this request to the extent that it seeks information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent it seeks information that is protected from disclosure under the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to the extent that this request seeks documents equally accessible to Plaintiff and previously produced. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the

1 circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and  
 2 investigation is ongoing and continuing. Defendant agrees to produce Plaintiff's personnel file that  
 3 is in its possession, custody, and control once resource and accessibility issues have been resolved.

4 **REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 1**

5 Defendant's boilerplate objections are without merit. First, Defendant is not allowed to  
 6 incorporate "by reference its Preliminary Statement and General Objections as though fully set forth  
 7 herein," and such objection must be removed from supplemental responses. Second, the discovery  
 8 terms are not vague, ambiguous, overbroad, and unintelligible because the terms are in plain English  
 9 with defined terms. Third, responsive documents are highly relevant because they will allow  
 10 Plaintiffs to prove their claims in this case. Fourth, Plaintiffs are not asking for Defendant to provide  
 11 previously produced documents; rather, Plaintiffs seek documents in Defendants' sole custody and  
 12 control which records Defendants are required by law to retain. Fifth, Defendants' argumentative  
 13 objection is nonsense because it is undisputed that Plaintiff is/was Defendant's employee. Sixth,  
 14 Defendant's attorney-client privilege objection cannot apply because this request does not trigger  
 15 such an objection and to the extent there is a privilege, Defendant must provide a privilege log. To  
 16 date, Defendant still has not provided Plaintiff's complete personnel file, including but not limited  
 17 to her timesheets, W-2, actual copies of her wage statements, Form 2810.5, job application, work  
 18 schedules, among other things. A full response absent objections is required.

18 **DDID No. 2**

19 All DOCUMENTS evidencing PLAINTIFF'S job duties while she worked for YOU,  
 20 including but not limited to performance appraisals or evaluations, commendations, awards, and/or  
 21 letters of thanks, background investigations and related disclosure forms, recognition or appreciation  
 22 or any other similar DOCUMENTS. (As used herein, "YOU" or "YOUR" shall mean **COWORX**  
 23 **STAFFING SERVICES LLC**, and its servants, agents, subsidiaries, parent companies, partners,  
 24 including but not limited to any of the named Defendants in this action, employees, representatives,  
 25 divisions, attorneys, and anyone else acting on its behalf)(The terms "DOCUMENT" or  
 26 "DOCUMENTS" are used in their customary broad sense and include but are not limited to any  
 27 kind of written, typewritten, printed, reproduced, recorded or stored material whatsoever, whether  
 28 printed, recorded or stored electronically, magnetically or otherwise, or reproduced by hand,

1 including, but without limitation, notes, memoranda, emails, letters, reports, telegrams, telex  
 2 communications, publications, contracts, recordings, transcriptions of recordings and business  
 3 records, books of accounts, ledgers, balance sheets, financial statements and all other financial  
 4 documents of any kind, diaries, telephone logs, telephone bills, appointment books, desk calendars,  
 5 drafts, working papers, routing slips and similar materials and shall include, without limitation,  
 6 originals, file copies, and all non-identical duplicates, no matter how produced, prepared, stored,  
 7 recorded or reproduced. "DOCUMENT" or "DOCUMENTS" includes all associated metadata and  
 8 ELECTRONICALLY STORED INFORMATION ("ESI") which means all information that is  
 9 stored in an ELECTRONIC medium as defined by California Code of Civil Procedure §  
 10 2016.020(e). The term "ELECTRONIC" means "technology having electric, digital, magnetic,  
 11 wireless, optical, electromagnetic or similar capabilities as defined in California Code of Civil  
 12 Procedure § 2016.020(d)." This request is intended to include DOCUMENTS and things which the  
 13 Defendant (a) owns in whole or in part, (b) has a right by contract, statute or otherwise to use,  
 14 inspect, examine or copy such DOCUMENT on any terms, (c) has an understanding, express or  
 15 implied, that it may use, inspect, examine or copy such DOCUMENT on any terms, or (d) has, as a  
 16 practical matter, been able to use, inspect, examine or copy such DOCUMENT when it has sought  
 17 to do so. Such DOCUMENTS shall include, without limitation, DOCUMENTS that are in the  
 18 custody of the Defendant's attorney(s) or other agents.)

## 19 **DEFENDANT'S FURTHER RESPONSE TO DFID NO. 2**

20 Defendant incorporates by reference its Preliminary Statement and General Objections as  
 21 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
 22 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
 23 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant objects to this  
 24 request to the extent it seeks information that is protected from disclosure under the attorney-client  
 25 privilege and/or the attorney work-product doctrine. Defendant objects to this request to the extent  
 26 that it seeks information that is neither relevant to the subject matter of this action nor reasonably  
 27 calculated to lead to the discovery of admissible evidence. Furthermore, this request is  
 28 argumentative to the extent it requires the adoption of an improper assumption. Defendant further

objects to the extent that this request seeks documents equally accessible to Plaintiff and previously produced. Defendant further objects that this request is unintelligible, as phrased. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing. Defendant agrees to produce job descriptions for the positions held by Plaintiff that is in its possession, custody, and control once resource and accessibility issues have been resolved.

#### **REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 2**

Please see reason to provide a further response to DFID No. 1 above.

#### **DDID No. 3**

All DOCUMENTS signed by PLAINTIFF concerning PLAINTIFF'S employment with YOU as defined by Labor Code § 432 including but not limited to background investigations and related disclosure forms.

#### **DEFENDANT'S FURTHER RESPONSE TO DFID NO. 3**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant objects to this request to the extent it seeks information that is protected from disclosure under the attorney-client privilege and/or the attorney work-product doctrine. Defendant objects to this request to the extent that it seeks information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request on the grounds that it calls for a legal conclusion. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant shall produce job

descriptions for the positions held by Plaintiff that are in its possession, custody, and control. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing. Defendant agrees to produce job descriptions for the positions held by Plaintiff that is in its possession, custody, and control once resource and accessibility issues have been resolved.

### **REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 3**

Please see reason to provide a further response to DFID No. 1 above.

### **DDID No. 4**

All DOCUMENTS signed by PLAINTIFF in YOUR possession, custody, or control.

### **DEFENDANT'S FURTHER RESPONSE TO DFID NO. 4**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant objects to this request to the extent it seeks information that is protected from disclosure under the attorney-client privilege and/or the attorney work-product doctrine. Defendant objects to this request to the extent that it seeks information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant further objects that this request has been propounded solely to harass and annoy in that it is duplicative of Request for Production No. 3. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant shall produce job descriptions for the positions held by Plaintiff that are in its possession, custody, and control. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to

1 access necessary files and records contained at its main office in Morristown, New Jersey, for  
 2 several months because of statewide closures due to COVID-19. In light of the pandemic,  
 3 Defendant has had limited resources and personnel to investigate the circumstances surrounding  
 4 Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and  
 5 continuing. Defendant agrees to produce documents signed by Plaintiff that are in its possession,  
 6 custody, and control once resource and accessibility issues have been resolved.

7 **REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 4**

8 Please see reason to provide a further response to DFID No. 1 above.

9 **DDID No. 5**

10 The complete contents of any other file or files, other than the PERSONNEL FILE of  
 11 PLAINTIFF, concerning the PLAINTIFF while PLAINTIFF worked for YOU.

12 **DEFENDANT'S FURTHER RESPONSE TO DFID NO. 5**

13 Defendant incorporates by reference its Preliminary Statement and General Objections as  
 14 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
 15 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
 16 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant objects to this  
 17 request to the extent it seeks information that is protected from disclosure under the attorney-client  
 18 privilege and/or the attorney work-product doctrine. Defendant objects to this request to the extent  
 19 that it seeks information that is neither relevant to the subject matter of this action nor reasonably  
 20 calculated to lead to the discovery of admissible evidence. Furthermore, this request is  
 21 argumentative to the extent it requires the adoption of an improper assumption. Defendant further  
 22 objects to this request to the extent it seeks disclosure of confidential and/or proprietary information.  
 23 Defendant further objects to this request to the extent it violations the privacy rights of former  
 24 and/or current employees, and other third parties who are not parties to this action, which objection  
 25 Defendant is obligated to assert on their behalf.

26 **REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 5**

27 Please see reason to provide a further response to DFID No. 1 above.

**DDID No. 6**

All DOCUMENTS explaining PLAINTIFF'S job duties while PLAINTIFF worked for YOU.

**DEFENDANT'S FURTHER RESPONSE TO DFID NO. 6**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects on the ground that this request seeks information that is protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant objects to this request to the extent that it seeks information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant further objects to the extent that this request seeks documents equally accessible to Plaintiff and previously produced. Defendant further objects to the extent that this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects that this request has been produced solely to harass and annoy in that it is duplicative of Request for Production, No. 2. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing. Defendant agrees to produce job descriptions for the positions held by Plaintiff that is in its possession, custody, and control once resource and accessibility issues have been resolved.

**REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 6**

Please see reason to provide a further response to DFID No. 1 above.

**DDID No. 7**

All DOCUMENTS evidencing all sources of compensation, including but not limited to

1 descriptions of any commission programs, overtime compensation, vacation, bonus, pension, or  
 2 retirement plans to which PLAINTIFF was eligible to receive at any time while PLAINTIFF worked  
 3 for YOU.

4 **DEFENDANT'S FURTHER RESPONSE TO DFID NO. 7**

5 Defendant incorporates by reference its Preliminary Statement and General Objections as  
 6 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
 7 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
 8 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects  
 9 on the ground that this request seeks information that is protected by the attorney-client privilege  
 10 and/or the attorney work-product doctrine. Defendant objects to this request to the extent that it  
 11 seeks information that is neither relevant to the subject matter of this action nor reasonably  
 12 calculated to lead to the discovery of admissible evidence. Furthermore, this request is  
 13 argumentative to the extent it requires the adoption of an improper assumption. Defendant further  
 14 objects to the extent that this request to the extent it seeks disclosure of confidential and/or  
 15 proprietary information. Subject to and without waiving the foregoing and general objections,  
 16 Defendant responds as follows: Defendant has been unable to access necessary files and records  
 17 contained at its main office in Morristown, New Jersey, for several months because of statewide  
 18 closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and  
 19 personnel to investigate the circumstances surrounding Plaintiff's claims in the present action.  
 20 Accordingly, discovery and investigation is ongoing and continuing. Defendant agrees to produce  
 21 any non-privileged documents responsive to this request that is in its possession, custody, and  
 22 control once resource and accessibility issues have been resolved.

23 **REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 7**

24 Please see reason to provide a further response to DFID No. 1 above.

25 **DDID No. 8**

26 A full and complete copy of any collective bargaining agreements that governed  
 27 PLAINTIFF'S employment.  
 28

**DEFENDANT'S FURTHER RESPONSE TO DFID NO. 8**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects on the ground that this request seeks information that is protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant objects to this request to the extent that it seeks information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant further objects to the extent that this request to the extent it seeks disclosure of confidential and/or proprietary information. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing. To the extent that any non-privileged document responsive to this request is in Defendant's possession, custody, and control Defendant agrees to produce said documents once resource and accessibility issues have been resolved. Defendant further agrees to supplement the present response to the extent no responsive documents are determined to be within its possession, custody or control.

**REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 8**

Please see reason to provide a further response to DFID No. 1 above.

**DDID No. 9**

All DOCUMENTS evidencing YOUR requirement that PLAINTIFF drive a car while working for YOU.

1 **DEFENDANT’S FURTHER RESPONSE TO DFID NO. 9**

2 Defendant incorporates by reference its Preliminary Statement and General Objections as  
 3 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
 4 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
 5 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects  
 6 on the ground that this request seeks information that is protected by the attorney-client privilege  
 7 and/or the attorney work-product doctrine. Defendant objects to this request to the extent that it  
 8 seeks information that is neither relevant to the subject matter of this action nor reasonably  
 9 calculated to lead to the discovery of admissible evidence. Furthermore, this request is  
 10 argumentative to the extent it requires the adoption of an improper assumption. Defendant further  
 11 objects to the extent that this request to the extent it seeks disclosure of confidential and/or  
 12 proprietary information. Defendant further objects that this request is unintelligible, as written.  
 13 Subject to and without waiving the foregoing and general objections, Defendant responds as  
 14 follows: Defendant has been unable to access necessary files and records contained at its main office  
 15 in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In  
 16 light of the pandemic, Defendant has had limited resources and personnel to investigate the  
 17 circumstances surrounding Plaintiff’s claims in the present action. Accordingly, discovery and  
 18 investigation is ongoing and continuing. To the extent that any non-privileged document responsive  
 19 to this request is in Defendant’s possession, custody, and control Defendant agrees to produce said  
 20 documents once resource and accessibility issues have been resolved. Defendant further agrees to  
 21 supplement the present response to the extent no responsive documents are determined to be within  
 22 its possession, custody or control.

23 **REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 9**

24 Please see reason to provide a further response to DFID No. 1 above.

25 **DDID No. 10**

26 All DOCUMENTS evidencing YOUR requirement that PLAINTIFF had to have a personal  
 27 cell phone while working for YOU.  
 28

**DEFENDANT'S FURTHER RESPONSE TO DFID NO. 10**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects on the ground that this request seeks information that is protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant objects to this request to the extent that it seeks information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant further objects to the extent that this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects that this request is unintelligible, as written. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing. To the extent that any non-privileged document responsive to this request is in Defendant's possession, custody, and control Defendant agrees to produce said documents once resource and accessibility issues have been resolved. Defendant further agrees to supplement the present response to the extent no responsive documents are determined to be within its possession, custody or control.

**REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 10**

Please see reason to provide a further response to DFID No. 1 above.

**DDID No. 11**

All DOCUMENTS evidencing YOUR reimbursement policies.

**DEFENDANT’S FURTHER RESPONSE TO DFID NO. 11**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time and scope. Defendant further objects on the ground that this request seeks information that is protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant objects to this request to the extent that it seeks information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant further objects to the extent that this request to the extent it seeks disclosure of confidential and/or proprietary information. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the circumstances surrounding Plaintiff’s claims in the present action. Accordingly, discovery and investigation is ongoing and continuing. To the extent that any non-privileged document responsive to this request is in Defendant’s possession, custody, and control Defendant agrees to produce said documents once resource and accessibility issues have been resolved. Defendant further agrees to supplement the present response to the extent no responsive documents are determined to be within its possession, custody or control.

**REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 11**

Please see reason to provide a further response to DFID No. 1 above.

**DDID No. 12**

All DOCUMENTS evidencing any request made by CLASS MEMBERS (As used herein, the term “CLASS MEMBERS” means all current or former nonexempt employees who worked in California from **September 4, 2015** to the present for YOU.) seeking reimbursement for EMPLOYMENT RELATED EXPENSES (The term “EMPLOYMENT RELATED EXPENSES”

1 shall mean expenses any employee made toward work related expenses, such as mileage, gas, auto  
 2 repair, auto insurance, cell phones, internet, communications devices, etc.) for which YOU did not  
 3 pay.

4 **DEFENDANT’S FURTHER RESPONSE TO DFID NO. 12**

5 Defendant incorporates by reference its Preliminary Statement and General Objections as  
 6 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
 7 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
 8 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant objects to the  
 9 definition of “CLASS MEMBERS” as overbroad and outside the scope of the claims alleged in  
 10 Plaintiff’s operative Complaint. Furthermore, Defendant objects that the putative class is not  
 11 presently ascertainable in light of Plaintiff’s improper definition contained herein. Defendant  
 12 further objects to the definition of “EMPLOYMENT RELATED EXPENSES” as vague,  
 13 ambiguous, and overbroad. Defendant further objects that this request calls for a legal conclusion.  
 14 Defendant objects on the ground that this request seeks information that is protected by the attorney-  
 15 client privilege and/or the attorney work-product doctrine. Furthermore, this request is  
 16 argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to  
 17 this request to the extent it seeks information that is neither relevant to the subject matter of this  
 18 action, nor reasonably calculated to lead to the discovery of admissible evidence. Defendant further  
 19 objects to the extent that this request to the extent it seeks disclosure of confidential and/or  
 20 proprietary information. Defendant further objects to this request to the extent that it violates the  
 21 privacy rights of former and/or current employees, and other third parties who are not parties to this  
 22 action, which objection Defendant is obligated to assert on their behalf. Subject to and without  
 23 waiving the foregoing and general objections, Defendant responds as follows: Defendant has been  
 24 unable to access necessary files and records contained at its main office in Morristown, New Jersey,  
 25 for several months because of statewide closures due to COVID-19. In light of the pandemic,  
 26 Defendant has had limited resources and personnel to investigate the circumstances surrounding  
 27 Plaintiff’s claims in the present action. Accordingly, discovery and investigation is ongoing and  
 28 continuing. To the extent that any non-privileged document responsive to this request is in

1 Defendant's possession, custody, and control Defendant agrees to produce said documents once  
 2 resource and accessibility issues have been resolved and former and/or current employees have  
 3 permitted release of such a document pursuant to a sanctioned *Belaire-West* notice. Defendant  
 4 further agrees to supplement the present response to the extent no responsive documents are  
 5 determined to be within its possession, custody or control.

6 **REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 12**

7 Please see reason to provide a further response to DFID No. 1 above.

8 As far as Defendant's privacy, sequencing, and confidentiality objections are concerned,  
 9 Plaintiffs offered to do a *Belaire West* notice process, but Defendant agreed to dispense with this  
 10 requirement. After all, there is an enforceable protective order in place and Plaintiffs' Counsel are  
 11 well experienced in knowing how to handle Class Lists. (See, e.g., *Crab Addison v. Superior Court*  
 12 (2008) 169 Cal.App.4th 958; *Tierno v. Rite Aid Corp.*, 2008 WL 3287035 at \*3 (N.D. Cal. July 31,  
 13 2008); *McArdle v. AT&T Mobility LLC*, 2010 WL 1532334 at \*3-\*4 (N.D. Cal. April 16, 2010)  
 14 [cases requiring defendant-employers to provide class contact information without a *Belaire West*  
 notice process.]

15 Plaintiffs' need to obtain this information outweighs Defendant's privacy/confidentiality  
 16 objections because the disclosure of the foregoing information will provide the names and contact  
 17 information of percipient witnesses to the wage and hour violations Plaintiff here is prosecuting.  
 18 Plaintiff is the representative for the aggrieved employees in an unpaid wage and hour representative  
 19 action filed pursuant to the PAGA per Labor Code §§ 2699, *et seq.* seeking to recover PAGA  
 20 penalties. As such, Plaintiffs essentially stands in the shoes of a California Labor Commissioner's  
 21 investigation into a company's exposure for civil penalties, giving Plaintiff broad investigative  
 22 discovery rights. (*Iskanian v. CLS Transportation Los Angeles, LLC*, (2014) 59 Cal.4th 348, at pp.  
 23 387 and 394, *cert. denied*, 190 L. Ed. 2d 911, 2015 U.S. LEXIS 735 [holding that "every PAGA  
 24 action," whether seeking penalties as to only one aggrieved employee or as to other employees as  
 25 well, "is a representative action on behalf of the state."]; *Franco v. Arakelian Enterprises, Inc.*  
 (2015) 234 Cal.App.4th 947.)

26 In support of its ruling, the *Iskanian* Court compared PAGA claims to *qui tam* actions  
 27 stating,  
 28

Nothing in the text or legislative history of the FAA nor in the Supreme Court's construction of the statute suggests that the FAA was intended to limit the ability of states to enhance their public enforcement capabilities by enlisting willing employees in qui tam actions. Representative actions under the PAGA, unlike class action suits for damages, do not displace the bilateral arbitration of private disputes between employers and employees over their respective rights and obligations toward each other. Instead, they directly enforce the states interest in penalizing and deterring employers who violate California's labor laws. In crafting the PAGA, the Legislature could have chosen to deputize citizens who were not employees of the defendant employer to prosecute qui tam actions. The Legislature instead chose to limit qui tam plaintiffs to willing employees who had been aggrieved by the employer in order to avoid "private plaintiff abuse."

(*Iskanian*, 59 Cal.4th at 314-316.)

Moreover, according to the Supreme Court of California, the discovery of the names and contact information of represented employees in PAGA actions is mandatory. (*Williams v. Super. Ct.*, 3 Cal.5th 531 (2017); *Stern v. Superior Court* (2003) 105 Cal.App.4th 223, 232 ["Each party, moreover, must have an opportunity to conduct discovery on class action issues before filing documents to support or oppose a class action certification motion . . . so the trial court can realistically determine if common questions are sufficiently pervasive to permit adjudication in a class action."].) By law, plaintiff-employees in a wage and hour PAGA actions have the independent right to ascertain the names and contact information of aggrieved employees to interview them before trial or before filing any dispositive motion. (*Williams*.) Indeed, many courts have held that no *Belaire-West* type notice is required to be issued to putative class members before their contact information is provided to plaintiffs in a wage and hour class action. (See *Crab Addison v. Superior Court* (2008) 169 Cal.App.4th 958 [class contact information is available to plaintiffs without a *Belaire-West* notice being required to be sent]; *Pioneer Electronics (USA) Inc. v. Super. Ct.* (2007) 40 Cal.4th 360, 372-373.) Plaintiffs believe a *Belaire-West* notice procedure is unnecessary, especially since this is a civil enforcement action per PAGA.

Accordingly, Defendant must agree to provide a supplemental response with substantive responses, including providing putative Class Members last known email addresses, absent the foregoing objections. To the extent Defendant asserts any privileges, Defendant must provide a privilege log.

### **DDID No. 13**

All DOCUMENTS evidencing any payment YOU made to any CLASS MEMBER for

1 EMPLOYMENT RELATED EXPENSES during the CLASS PERIOD (As used herein, “CLASS  
2 PERIOD” shall mean from September 4, 2015 through the present).

3 **DEFENDANT’S FURTHER RESPONSE TO DFID NO. 13**

4 Defendant incorporates by reference its Preliminary Statement and General Objections as  
5 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
6 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
7 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant objects to the  
8 definition of “CLASS MEMBER” as overbroad and outside the scope of the claims alleged in  
9 Plaintiff’s operative Complaint. Furthermore, Defendant objects that the putative class is not  
10 presently ascertainable in light of Plaintiff’s improper definition contained herein. Defendant  
11 further objects to the definition of “EMPLOYMENT RELATED EXPENSES” as vague,  
12 ambiguous, and overbroad. Defendant also objects to the definition of “CLASS PERIOD” in that it  
13 seeks information pertaining to a period of time beyond Defendant’s employment of Plaintiff’s,  
14 and/or any purported putative class members. Defendant further objects that this request calls for a  
15 legal conclusion. Defendant objects on the ground that this request seeks information that is  
16 protected by the attorney-client privilege and/or the attorney work-product doctrine. Furthermore,  
17 this request is argumentative to the extent it requires the adoption of an improper assumption.  
18 Defendant objects to this request to the extent it seeks information that is neither relevant to the  
19 subject matter of this action, nor reasonably calculated to lead to the discovery of admissible  
20 evidence. Defendant further objects to the extent that this request to the extent it seeks disclosure of  
21 confidential and/or proprietary information. Defendant further objects to this request to the extent  
22 that it violates the privacy rights of former and/or current employees, and other third parties who are  
23 not parties to this action, which objection Defendant is obligated to assert on their behalf. Subject to  
24 and without waiving the foregoing and general objections, Defendant responds as follows:  
25 Defendant has been unable to access necessary files and records contained at its main office in  
26 Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In  
27 light of the pandemic, Defendant has had limited resources and personnel to investigate the  
28 circumstances surrounding Plaintiff’s claims in the present action. Accordingly, discovery and

1 investigation is ongoing and continuing. To the extent that any non-privileged document responsive  
 2 to this request is in Defendant's possession, custody, and control Defendant agrees to produce said  
 3 documents once resource and accessibility issues have been resolved and former and/or current  
 4 employees have permitted release of such a document pursuant to a sanctioned *Belaire-West* notice.  
 5 Defendant further agrees to supplement the present response to the extent no responsive documents  
 6 are determined to be within its possession, custody or control.

7 **REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 13**

8 Please see reason to provide a further response to DFID Nos. 1 and 12 above.

9 **DDID No. 14**

10 All procedures, memoranda, employment/personnel manuals or handbooks, instructional  
 11 materials, or other DOCUMENTS that evidence YOUR policies and procedures governing  
 12 employment conditions of any kind applicable to CLASS MEMBERS during the CLASS PERIOD.

13 **DEFENDANT'S FURTHER RESPONSE TO DFID NO. 14**

14 Defendant incorporates by reference its Preliminary Statement and General Objections as  
 15 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
 16 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
 17 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects  
 18 to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case.  
 19 Defendant objects to the definition of "CLASS MEMBER" as overbroad and outside the scope of  
 20 the claims alleged in Plaintiff's operative Complaint. Furthermore, Defendant objects that the  
 21 putative class is not presently ascertainable in light of Plaintiff's improper definition contained  
 22 herein. Defendant further objects to the definition of "EMPLOYMENT RELATED EXPENSES"  
 23 as vague, ambiguous, and overbroad. Defendant also objects to the definition of "CLASS PERIOD"  
 24 in that it seeks information pertaining to a period of time beyond Defendant's employment of  
 25 Plaintiff's, and/or any purported putative class members. Defendant further objects that this request  
 26 calls for a legal conclusion. Defendant objects on the ground that this request seeks information that  
 27 is protected by the attorney-client privilege and/or the attorney work-product doctrine. Furthermore,  
 28 this request is argumentative to the extent it requires the adoption of an improper assumption.

Defendant objects to this request to the extent it seeks information that is neither relevant to the subject matter of this action, nor reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to the extent that this request to the extent it seeks disclosure of confidential and/or proprietary information. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing. Defendant agrees to produce any non-privileged documents responsive to this request that is in its possession, custody, and control once resource and accessibility issues have been resolved.

**REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 14**

Please see reason to provide a further response to DFID No. 1 above.

**DDID No. 15**

All DOCUMENTS evidencing PLAINTIFF'S hours worked while PLAINTIFF worked for YOU, including but not limited to PLAINTIFF'S time cards/sheets, schedules, pay records, wage and earning statements, evidence of lunch breaks provided, rest periods, etc.

**DEFENDANT'S FURTHER RESPONSE TO DFID NO. 15**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects on the ground that this request seeks information that is protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant objects to this request to the extent it seeks information that is neither relevant to the subject matter of this action, nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant further objects to the extent that this request to the extent it seeks disclosure of confidential and/or proprietary information.

1 Subject to and without waiving the foregoing and general objections, Defendant responds as  
 2 follows: Defendant has been unable to access necessary files and records contained at its main office  
 3 in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In  
 4 light of the pandemic, Defendant has had limited resources and personnel to investigate the  
 5 circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and  
 6 investigation is ongoing and continuing. Defendant agrees to produce any non-privileged  
 7 documents responsive to this request that are in its possession, custody, and control once resource  
 8 and accessibility issues have been resolved.

9 **REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 15**

10 Please see reason to provide a further response to DFID No. 1 above.

11 **DDID No. 16**

12 All PAYROLL INFORMATION (As used herein, the term "PAYROLL INFORMATION"  
 13 is defined as including any computerized and machine-readable databases, reports, and any other  
 14 type of DOCUMENTS RELATING TO the PLAINTIFFS' part-time or full-time status, permanent  
 15 or temporary status, casual and/or permanent hire dates, work schedules, initial pay rates, any  
 16 subsequent pay rates or adjustments (including the dates of such subsequent rates or adjustments),  
 17 amount and dates of any wages paid, including whether they were regular or overtime wages, total  
 18 compensation, hours worked, and any other fields compiled for YOUR payroll functions, including  
 19 providing a key for interpreting any codes used to interpret the data, as well as any DOCUMENTS  
 20 describing, explaining or pertaining to the methods and techniques used in compiling, editing,  
 21 modifying or updating computer databases, if any, paystubs and W-2's) for the PLAINTIFF.

22 **DEFENDANT'S FURTHER RESPONSE TO DFID NO. 16**

23 Defendant incorporates by reference its Preliminary Statement and General Objections as  
 24 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
 25 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
 26 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant objects on the  
 27 ground that this request seeks information that is protected by the attorney-client privilege and/or  
 28 the attorney work-product doctrine. Defendant further objects to the definition of "PAYROLL

INFORMATION” as vague, ambiguous, overbroad. Defendant objects to this request to the extent it seeks information that is neither relevant to the subject matter of this action, nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant further objects to the extent that this request to the extent it seeks disclosure of confidential and/or proprietary information. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the circumstances surrounding Plaintiff’s claims in the present action. Accordingly, discovery and investigation is ongoing and continuing. Defendant agrees to produce any non-privileged documents responsive to this request that is in its possession, custody, and control, and control once resource and accessibility issues have been resolved.

**REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 16**

Please see reason to provide a further response to DFID No. 1 above.

**DDID No. 17**

All PAYROLL INFORMATION for the CLASS MEMBERS.

**DEFENDANT’S FURTHER RESPONSE TO DFID NO. 17**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time and scope. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant objects to the definition of “CLASS MEMBER” as overbroad and outside the scope of the claims alleged in Plaintiff’s operative Complaint. Furthermore, Defendant objects that the putative class is not presently ascertainable in light of Plaintiff’s improper definition contained herein. Defendant further objects to the definition of “PAYROLL INFORMATION” as vague, ambiguous, overbroad. Defendant further objects on

the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work product doctrine. Defendant objects to this request to the extent it seeks information that is neither relevant to the subject matter of this action, nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant further objects to the extent that this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing. Defendant agrees to produce any non-privileged documents responsive to this request that is in its possession, custody, and control once resource and accessibility issues have been resolved and former and/or current employees have permitted release of such a document pursuant to a sanctioned *Belaire-West* notice.

#### **REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 17**

Please see reason to provide a further response to DFID Nos. 1 and 12 above.

#### **DDID No. 18**

All work schedules identifying the locations (by name and address) at which PLAINTIFF was present for each workday PLAINTIFF worked during the CLASS PERIOD, including but not limited to the date and time PLAINTIFF was present at that location.

#### **DEFENDANT'S FURTHER RESPONSE TO DFID NO. 18**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant objects to the

definition of “CLASS PERIOD” in that it seeks information pertaining to a period of time beyond Defendant’s employment of Plaintiff’s, and/or any purported putative class members. Defendant objects that this request is improperly compound. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work product doctrine. Defendant objects to this request to the extent it seeks information that is neither relevant to the subject matter of this action, nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant further objects to the extent that this request to the extent it seeks disclosure of confidential and/or proprietary information. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the circumstances surrounding Plaintiff’s claims in the present action. Accordingly, discovery and investigation is ongoing and continuing. Defendant agrees to produce any non-privileged documents responsive to this request that is in its possession, custody, and control once resource and accessibility issues have been resolved.

#### **REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 18**

Please see reason to provide a further response to DFID No. 1 above.

#### **DDID No. 19**

All work schedules identifying the locations (by name and address) at which CLASS MEMBERS were present for each workday during the CLASS PERIOD, including but not limited to the date and time each CLASS MEMBER was present at that location.

#### **DEFENDANT’S FURTHER RESPONSE TO DFID NO. 19**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time

1 and scope. Defendant further objects to this request as unduly burdensome, oppressive, and  
 2 disproportionate to the needs of the case. Defendant objects to the definition of “CLASS  
 3 MEMBERS” as overbroad and outside the scope of the claims alleged in Plaintiff’s operative  
 4 Complaint. Furthermore, Defendant objects that the putative class is not presently ascertainable in  
 5 light of Plaintiff’s improper definition contained herein. Defendant also objects to the definition of  
 6 “CLASS PERIOD” in that it seeks information pertaining to a period of time beyond Defendant’s  
 7 employment of Plaintiff’s, and/or any purported putative class members. Defendant objects on the  
 8 ground that this request seeks information that is protected by the attorney-client privilege and/or  
 9 the attorney work-product doctrine. Defendant objects to this request to the extent it seeks  
 10 information that is neither relevant to the subject matter of this action, nor reasonably calculated to  
 11 lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the  
 12 extent it requires the adoption of an improper assumption. Defendant further objects to the extent  
 13 that this request to the extent it seeks disclosure of confidential and/or proprietary information.  
 14 Defendant further objects to this request to the extent that it violates the privacy rights of former  
 15 and/or current employees, and other third parties who are not parties to this action, which objection  
 16 Defendant is obligated to assert on their behalf. Subject to and without waiving the foregoing and  
 17 general objections, Defendant responds as follows: Defendant has been unable to access necessary  
 18 files and records contained at its main office in Morristown, New Jersey, for several months because  
 19 of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited  
 20 resources and personnel to investigate the circumstances surrounding Plaintiff’s claims in the  
 21 present action. Accordingly, discovery and investigation is ongoing and continuing. Defendant  
 22 agrees to produce any non-privileged documents responsive to this request that is in its possession,  
 23 custody, and control once resource and accessibility issues have been resolved and former and/or  
 24 current employees have permitted release of such a document pursuant to a sanctioned *Belair-West*  
 25 notice.

#### 26 **REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 19**

27 Please see reason to provide a further response to DFID Nos. 1 and 12 above.  
 28

**DDID No. 20**

All DOCUMENTS, including but not limited to organizational charts or graphs, describing the chain of authority or command above, of equal level, and below the CLASS MEMBERS.

**DEFENDANT’S FURTHER RESPONSE TO DFID NO. 20**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time and scope. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant objects to the definition of “CLASS MEMBERS” as overbroad and outside the scope of the claims alleged in Plaintiff’s operative Complaint. Furthermore, Defendant objects that the putative class is not presently ascertainable in light of Plaintiff’s improper definition contained herein. Defendant further objects on the ground that this request seeks information that is protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant objects to this request to the extent it seeks information that is neither relevant to the subject matter of this action, nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant further objects to the extent that this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the circumstances surrounding Plaintiff’s claims in the present action. Accordingly, discovery and investigation is ongoing and continuing. To the extent that any non-privileged document responsive to this request that is in Defendant’s possession, custody, and

control, Defendant agrees to produce said documents once resource and accessibility issues have been resolved and former and/or current employees have permitted release of such a document pursuant to a sanctioned *Belaire-West* notice. Defendant further agrees to supplement the present response to the extent no responsive documents are determined to be within its possession, custody, or control.

**REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 20**

Please see reason to provide a further response to DFID Nos. 1 and 12 above.

**DDID No. 21**

All DOCUMENTS evidencing payments YOU made to PLAINTIFF for mileage reimbursements.

**DEFENDANT'S FURTHER RESPONSE TO DFID NO. 21**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects on the ground that this request seeks information that is protected by the attorney-client privilege and/or the attorney work-product doctrine. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing. To the extent that any non-privileged document responsive to this request that is in Defendant's possession, custody, and control, Defendant agrees to produce said documents once resource and accessibility issues have been resolved. Defendant further agrees to supplement the present response to the extent no responsive documents are determined to be within its possession, custody, or control.

**REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 21****DDID No. 22**

All DOCUMENTS identified in YOUR response to PLAINTIFF'S first set of form interrogatories-employment.

**DEFENDANT'S FURTHER RESPONSE TO DFID NO. 22**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects on the ground that this request seeks information that is protected by the attorney-client privilege and/or the attorney work-product doctrine. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing. To the extent that any non-privileged document responsive to this request that is in Defendant's possession, custody, and control, Defendant agrees to produce said documents once resource and accessibility issues have been resolved. Defendant further agrees to supplement the present response to the extent no responsive documents are determined to be within its possession, custody, or control.

**REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 22**

Please see reason to provide a further response to DFID No. 1 above.

**DDID No. 23**

All DOCUMENTS identified in YOUR response to PLAINTIFF'S first set of form interrogatories-general.

**DEFENDANT'S FURTHER RESPONSE TO DFID NO. 23**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects on the ground that this request seeks information that is protected by the attorney-client privilege and/or the attorney work-product doctrine. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing. To the extent that any non-privileged document responsive to this request that is in Defendant's possession, custody, and control, Defendant agrees to produce said documents once resource and accessibility issues have been resolved. Defendant further agrees to supplement the present response to the extent no responsive documents are determined to be within its possession, custody, or control.

**REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 23**

Please see reason to provide a further response to DFID No. 1 above.

**DDID No. 24**

All DOCUMENTS identified in YOUR response to PLAINTIFF'S first set of request for admissions.

**DEFENDANT'S FURTHER RESPONSE TO DFID NO. 24**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects

on the ground that this request seeks information that is protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects that this request is unintelligible and has been propounded solely to harass and annoy in that it seeks documents pertaining to request for admissions that were not served by Plaintiff. Subject to and without waiving the foregoing and general objections, Defendant responds as follow: Not applicable in that Plaintiff failed to serve request for admissions upon Defendant.

**REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 24**

Please see reason to provide a further response to DFID No. 1 above.

**DDID No. 25**

All DOCUMENTS identified in YOUR response to PLAINTIFF’S first set of special interrogatories.

**DEFENDANT’S FURTHER RESPONSE TO DFID NO. 25**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects on the ground that this request seeks information that is protected by the attorney-client privilege and/or the attorney work-product doctrine. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the circumstances surrounding Plaintiff’s claims in the present action. Accordingly, discovery and investigation is ongoing and continuing. To the extent that any non-privileged document responsive to this request that is in Defendant’s possession, custody, and control, Defendant agrees to produce said documents once resource and accessibility issues have been resolved and former and/or current employees have permitted release of such a document pursuant to a sanctioned *Belaire-West* notice. Defendant further agrees to

1 supplement the present response to the extent no responsive documents are determined to be within  
2 its possession, custody, or control.

3 **REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 25**

4 Please see reason to provide a further response to DFID Nos. 1 and 12 above.

5 **DDID No. 26**

6 All DOCUMENTS that support any affirmative defenses YOU have pleaded or will plead in  
7 this action.

8 **DEFENDANT'S FURTHER RESPONSE TO DFID NO. 26**

9 Defendant incorporates by reference its Preliminary Statement and General Objections as  
10 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
11 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
12 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time  
13 and scope. Defendant further objects to this request on the grounds that it is premature as it relates  
14 to Defendant's affirmative defenses, which are generally intended to preserve defenses at trial, and  
15 insofar as it violates Defendant's right under *Code of Civil Procedure* section 431.30 to file a  
16 general denial in response to Plaintiff's unverified Complaint. Defendant further objects to this  
17 request because discovery in this matter is continuing and certain of Defendant's denials and/or  
18 affirmative defenses will be based, in whole or in part, upon information not presently within  
19 Defendant's knowledge, which will be discovered during the course of discovery. Defendant  
20 further objects to this request on the grounds that "supporting any" is vague and ambiguous.  
21 Defendant further objects on the ground that this request seeks information that is protected by the  
22 attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to  
23 this request on the grounds that it seeks information that is neither relevant nor reasonably  
24 calculated to lead to the discovery of admissible evidence. Defendant further objects to this request  
25 on the grounds it assumes facts not in evidence and calls for a legal conclusion. Defendant further  
26 objects to this request on the grounds that it seeks the confidential and proprietary information.  
27 Defendant further objects to this request to the extent it seeks production of the mental impressions  
28 or legal theories of defense counsel. Defendant further objects to this request on the grounds that it

1 is unreasonably burdensome, harassing, and oppressive. Defendant further objects to this request to  
 2 the extent that it violates the privacy rights of former and/or current employees, and other third  
 3 parties who are not parties to this action, which objection Defendant is obligated to assert on their  
 4 behalf.

5 **REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 26**

6 Please see reason to provide a further response to DFID No. 1 above.

7 **DDID No. 27**

8 All DOCUMENTS, including but not limited to memoranda, handwritten notes, letters,  
 9 correspondence, policies, and policy numbers pertaining to insurance policies that may cover YOU for  
 10 damages and/or defense costs related to this action.

11 **DEFENDANT'S FURTHER RESPONSE TO DFID NO. 27**

12 Defendant incorporates by reference its Preliminary Statement and General Objections as  
 13 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
 14 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
 15 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time,  
 16 scope, and matter. Defendant further objects on the ground that this request seeks information that  
 17 is protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant  
 18 further objects to this request on the grounds that it seeks information that is neither relevant nor  
 19 reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is  
 20 argumentative to the extent it requires the adoption of an improper assumption. Defendant objects  
 21 to this request to the extent it seeks disclosure of confidential and/or proprietary information.

22 **REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 27**

23 Please see reason to provide a further response to DFID No. 1 above.

24 **DDID No. 28**

25 All written COMMUNICATIONS between YOU and PLAINTIFF concerning or in any way  
 26 referring to PLAINTIFF during the CLASS PERIOD. (The terms "COMMUNICATION" or  
 27 "COMMUNICATIONS" are used in their broadest sense and include, but are not limited to, any  
 28 transmittal and/or receipt of information, whether oral, written, or verbal or nonverbal, whether such

1 was by chance, prearranged, formal or informal, oral or written, and specifically includes  
 2 conversations in person, DOCUMENTS, telephone conversations, telegrams, letters or memoranda,  
 3 formal statements, press releases, emails, texts, social media posts, and newspaper articles.)

4 **DEFENDANT’S FURTHER RESPONSE TO DFID NO. 28**

5 Defendant incorporates by reference its Preliminary Statement and General Objections as  
 6 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
 7 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
 8 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time,  
 9 scope, and matter. Defendant further objects to this request as unduly burdensome, oppressive, and  
 10 disproportionate to the needs of the case. Defendant also objects to the definition of “CLASS  
 11 PERIOD” in that it seeks information pertaining to a period of time beyond Defendant’s  
 12 employment of Plaintiff’s, and/or any purported putative class members. Defendant further objects  
 13 on the ground that this request seeks information that is protected by the attorney-client privilege  
 14 and/or the attorney work-product doctrine. Defendant objects to the definition of  
 15 “COMMUNICATIONS” as vague, ambiguous, overbroad, and not meaningfully defined.  
 16 Defendant further objects to this request on the grounds that it seeks information that is neither  
 17 relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore,  
 18 this request is argumentative to the extent it requires the adoption of an improper assumption.  
 19 Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary  
 20 information. Defendant further objects to this request to the extent that it violates the privacy rights  
 21 of former and/or current employees, and other third parties who are not parties to this action, which  
 22 objection Defendant is obligated to assert on their behalf.

23 **REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 28**

24 Please see reason to provide a further response to DFID Nos. 1 and 12 above.

25 **DDID No. 29**

26 All DOCUMENTS evidencing COMMUNICATIONS (whether written, oral or otherwise)  
 27 between YOU and any person concerning any of PLAINTIFF’S request(s) for PLAINTIFF’S  
 28 PERSONNEL FILE, including but not limited to any voicemail messages or audio recordings of any

1 kind and this discovery instrument.

2 **DEFENDANT’S FURTHER RESPONSE TO DFID NO. 29**

3 Defendant incorporates by reference its Preliminary Statement and General Objections as  
 4 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
 5 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
 6 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time,  
 7 scope, and matter. Defendant further objects to this request as unduly burdensome, oppressive, and  
 8 disproportionate to the needs of the case. Defendant objects to the definition of  
 9 “COMMUNICATIONS” as vague, ambiguous, overbroad, and not meaningfully defined.  
 10 Defendant further objects on the ground that this request seeks information that is protected by the  
 11 attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to  
 12 this request on the grounds that it seeks information that is neither relevant nor reasonably  
 13 calculated to lead to the discovery of admissible evidence. Furthermore, this request is  
 14 argumentative to the extent it requires the adoption of an improper assumption. Defendant objects  
 15 to this request to the extent it seeks disclosure of confidential and/or proprietary information.  
 16 Defendant further objects to this request to the extent that it violates the privacy rights of former  
 17 and/or current employees, and other third parties who are not parties to this action, which objection  
 18 Defendant is obligated to assert on their behalf.

19 **REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 29**

20 Please see reason to provide a further response to DFID Nos. 1 and 12 above.

21 **DDID No. 30**

22 All COMMUNICATIONS including but not limited to e-mails exchanged between YOU  
 23 and any person(s) concerning the PLAINTIFF during the CLASS PERIOD.

24 **DEFENDANT’S FURTHER RESPONSE TO DFID NO. 30**

25 Defendant incorporates by reference its Preliminary Statement and General Objections as  
 26 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
 27 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
 28 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time,

scope, and matter. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant also objects to the definition of “CLASS PERIOD” in that it seeks information pertaining to a period of time beyond Defendant’s employment of Plaintiff’s, and/or any purported putative class members. Defendant further objects on the ground that this request seeks information that is protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant objects to the definition of “COMMUNICATIONS” as vague, ambiguous, overbroad, and not meaningfully defined. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf.

**REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 30**

Please see reason to provide a further response to DFID Nos. 1 and 12 above.

**DDID No. 31**

All COMMUNICATIONS including but not limited to e-mails exchanged between YOU and any persons regarding YOUR intent to pay CLASS MEMBERS the applicable minimum wage rate as required under the local ordinance in which they were working during the CLASS PERIOD.

**DEFENDANT’S FURTHER RESPONSE TO DFID NO. 31**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant objects to the definition of “CLASS MEMBERS” as overbroad and outside the scope of the claims alleged in Plaintiff’s operative

1 Complaint. Defendant objects that the putative class is not presently ascertainable in light of  
 2 Plaintiff's improper definition contained herein. Defendant also objects to the definition of  
 3 "CLASS PERIOD" in that it seeks information pertaining to a period of time beyond Defendant's  
 4 employment of Plaintiff's, and/or any purported putative class members. Defendant further objects  
 5 on the ground that this request seeks information that is protected by the attorney-client privilege  
 6 and/or the attorney work-product doctrine. Defendant objects to the definition of  
 7 "COMMUNICATIONS" as vague, ambiguous, overbroad, and not meaningfully defined.  
 8 Defendant further objects to this request on the grounds that it seeks information that is neither  
 9 relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore,  
 10 this request is argumentative to the extent it requires the adoption of an improper assumption.  
 11 Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary  
 12 information. Defendant further objects to this request to the extent that it violates the privacy rights  
 13 of former and/or current employees, and other third parties who are not parties to this action, which  
 14 objection Defendant is obligated to assert on their behalf. Subject to and without waiving the  
 15 foregoing and general objections, Defendant responds as follows: Defendant has been unable to  
 16 access necessary files and records contained at its main office in Morristown, New Jersey, for  
 17 several months because of statewide closures due to COVID-19. In light of the pandemic,  
 18 Defendant has had limited resources and personnel to investigate the circumstances surrounding  
 19 Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and  
 20 continuing. To the extent that any non-privileged document responsive to this request that is in  
 21 Defendant's possession, custody, and control, Defendant agrees to produce said documents once  
 22 resource and accessibility issues have been resolved and former and/or current employees have  
 23 permitted release of such a document pursuant to a sanctioned *Belaire-West* notice. Defendant  
 24 further agrees to supplement the present response to the extent no responsive documents are  
 25 determined to be within its possession, custody, or control.

#### 26 **REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 31**

27 Please see reason to provide a further response to DFID Nos. 1 and 12 above.  
 28

**DDID No. 32**

All COMMUNICATIONS including but not limited to e-mails exchanged between YOU and any of YOUR supervisory and/or managerial employees and their subordinates concerning YOUR policies regarding CLASS MEMBERS' use of vehicles during the CLASS PERIOD.

**DEFENDANT'S FURTHER RESPONSE TO DFID NO. 32**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant objects to the definition of "CLASS MEMBERS" as overbroad and outside the scope of the claims alleged in Plaintiff's operative Complaint. Defendant objects that the putative class is not presently ascertainable in light of Plaintiff's improper definition contained herein. Defendant also objects to the definition of "CLASS PERIOD" in that it seeks information pertaining to a period of time beyond Defendant's employment of Plaintiff's, and/or any purported putative class members. Defendant further objects on the ground that this request seeks information that is protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant objects to the definition of "COMMUNICATIONS" as vague, ambiguous, overbroad, and not meaningfully defined. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request on the grounds that it calls for a legal conclusion. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary

1 files and records contained at its main office in Morristown, New Jersey, for several months because  
 2 of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited  
 3 resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the  
 4 present action. Accordingly, discovery and investigation is ongoing and continuing. To the extent  
 5 that any non-privileged document responsive to this request that is in Defendant's possession,  
 6 custody, and control, Defendant agrees to produce said documents once resource and accessibility  
 7 issues have been resolved and former and/or current employees have permitted release of such a  
 8 document pursuant to a sanctioned *Belaire-West* notice. Defendant further agrees to supplement the  
 9 present response to the extent no responsive documents are determined to be within its possession,  
 10 custody, or control.

#### 11 **REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 32**

12 Please see reason to provide a further response to DFID Nos. 1 and 12 above.

#### 13 **DDID No. 33**

14 All COMMUNICATIONS including but not limited to e-mails exchanged between YOU  
 15 and any of YOUR supervisory and/or managerial employees and their subordinates concerning  
 16 YOUR reimbursement policies during the CLASS PERIOD.

#### 17 **DEFENDANT'S FURTHER RESPONSE TO DFID NO. 33**

18 Defendant incorporates by reference its Preliminary Statement and General Objections as  
 19 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
 20 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
 21 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time,  
 22 scope, and matter. Defendant further objects to this request as unduly burdensome, oppressive, and  
 23 disproportionate to the needs of the case. Defendant objects to the definition of "CLASS  
 24 MEMBERS" as overbroad and outside the scope of the claims alleged in Plaintiff's operative  
 25 Complaint. Defendant objects that the putative class is not presently ascertainable in light of  
 26 Plaintiff's improper definition contained herein. Defendant also objects to the definition of  
 27 "CLASS PERIOD" in that it seeks information pertaining to a period of time beyond Defendant's  
 28 employment of Plaintiff's, and/or any purported putative class members. Defendant further objects

1 on the ground that this request seeks information that is protected by the attorney-client privilege  
 2 and/or the attorney work-product doctrine. Defendant objects to the definition of  
 3 “COMMUNICATIONS” as vague, ambiguous, overbroad, and not meaningfully defined.  
 4 Defendant further objects to this request on the grounds that it seeks information that is neither  
 5 relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore,  
 6 this request is argumentative to the extent it requires the adoption of an improper assumption.  
 7 Defendant objects to this request on the grounds that it calls for a legal conclusion. Defendant  
 8 objects to this request to the extent it seeks disclosure of confidential and/or proprietary information.  
 9 Defendant further objects to this request to the extent that it violates the privacy rights of former  
 10 and/or current employees, and other third parties who are not parties to this action, which objection  
 11 Defendant is obligated to assert on their behalf. Subject to and without waiving the foregoing and  
 12 general objections, Defendant responds as follows: Defendant has been unable to access necessary  
 13 files and records contained at its main office in Morristown, New Jersey, for several months because  
 14 of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited  
 15 resources and personnel to investigate the circumstances surrounding Plaintiff’s claims in the  
 16 present action. Accordingly, discovery and investigation is ongoing and continuing. To the extent  
 17 that any non-privileged document responsive to this request that is in Defendant’s possession,  
 18 custody, and control, Defendant agrees to produce said documents once resource and accessibility  
 19 issues have been resolved and former and/or current employees have permitted release of such a  
 20 document pursuant to a sanctioned *Belaire-West* notice. Defendant further agrees to supplement the  
 21 present response to the extent no responsive documents are determined to be within its possession,  
 22 custody, or control.

### 23 **REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 33**

24 Please see reason to provide a further response to DFID Nos. 1 and 12 above.

### 25 **DDID No. 34**

26 All COMMUNICATIONS including but not limited to e-mails exchanged between YOU  
 27 and any of YOUR supervisory and/or managerial employees and their subordinates concerning  
 28 YOUR policies regarding overtime during the CLASS PERIOD.

**DEFENDANT'S FURTHER RESPONSE TO DFID NO. 34**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant objects to the definition of “CLASS MEMBERS” as overbroad and outside the scope of the claims alleged in Plaintiff’s operative Complaint. Defendant objects that the putative class is not presently ascertainable in light of Plaintiff’s improper definition contained herein. Defendant also objects to the definition of “CLASS PERIOD” in that it seeks information pertaining to a period of time beyond Defendant’s employment of Plaintiff’s, and/or any purported putative class members. Defendant further objects on the ground that this request seeks information that is protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant objects to the definition of “COMMUNICATIONS” as vague, ambiguous, overbroad, and not meaningfully defined. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request on the grounds that it calls for a legal conclusion. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the circumstances surrounding Plaintiff’s claims in the present action. Accordingly, discovery and investigation is ongoing and continuing. To the extent

1 that any non-privileged document responsive to this request that is in Defendant's possession,  
 2 custody, and control, Defendant agrees to produce said documents once resource and accessibility  
 3 issues have been resolved and former and/or current employees have permitted release of such a  
 4 document pursuant to a sanctioned *Belaire-West* notice. Defendant further agrees to supplement the  
 5 present response to the extent no responsive documents are determined to be within its possession,  
 6 custody, or control.

7 **REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 34**

8 Please see reason to provide a further response to DFID Nos. 1 and 12 above.

9 **DDID No. 35**

10 All COMMUNICATIONS evidencing requests made by any CLASS MEMBERS to YOU  
 11 seeking reimbursement for unpaid wages including but not limited to mileage, travel, vehicle costs,  
 12 computer, internet, cell phone, telephone, etc.

13 **DEFENDANT'S FURTHER RESPONSE TO DFID NO. 35**

14 Defendant incorporates by reference its Preliminary Statement and General Objections as  
 15 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
 16 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
 17 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time,  
 18 scope, and matter. Defendant further objects to this request as unduly burdensome, oppressive, and  
 19 disproportionate to the needs of the case. Defendant objects to the definition of "CLASS  
 20 MEMBERS" as overbroad and outside the scope of the claims alleged in Plaintiff's operative  
 21 Complaint. Defendant objects that the putative class is not presently ascertainable in light of  
 22 Plaintiff's improper definition contained herein. Defendant further objects on the ground that this  
 23 request seeks information that is protected by the attorney-client privilege and/or the attorney work-  
 24 product doctrine. Defendant objects to the definition of "COMMUNICATIONS" as vague,  
 25 ambiguous, overbroad, and not meaningfully defined. Defendant further objects to this request on  
 26 the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the  
 27 discovery of admissible evidence. Furthermore, this request is argumentative to the extent it  
 28 requires the adoption of an improper assumption. Defendant objects to this request on the grounds

1 that it calls for a legal conclusion. Defendant objects to this request to the extent it seeks disclosure  
 2 of confidential and/or proprietary information. Defendant further objects to this request to the  
 3 extent that it violates the privacy rights of former and/or current employees, and other third parties  
 4 who are not parties to this action, which objection Defendant is obligated to assert on their behalf.  
 5 Subject to and without waiving the foregoing and general objections, Defendant responds as  
 6 follows: Defendant has been unable to access necessary files and records contained at its main office  
 7 in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In  
 8 light of the pandemic, Defendant has had limited resources and personnel to investigate the  
 9 circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and  
 10 investigation is ongoing and continuing. To the extent that any non-privileged document responsive  
 11 to this request that is in Defendant's possession, custody, and control, Defendant agrees to produce  
 12 said documents once resource and accessibility issues have been resolved and former and/or current  
 13 employees have permitted release of such a document pursuant to a sanctioned *Belaire-West* notice.  
 14 Defendant further agrees to supplement the present response to the extent no responsive documents  
 15 are determined to be within its possession, custody, or control.

#### 16 **REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 35**

17 Please see reason to provide a further response to DFID Nos. 1 and 12 above.

#### 18 **DDID No. 36**

19 All COMMUNICATIONS evidencing written or recorded statements obtained from any  
 20 person concerning any of the allegations contained in PLAINTIFFS' operative Complaint or, if  
 21 applicable, the predecessor Complaint.

#### 22 **DEFENDANT'S FURTHER RESPONSE TO DFID NO. 36**

23 Defendant incorporates by reference its Preliminary Statement and General Objections as  
 24 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
 25 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
 26 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time,  
 27 scope, and matter. Defendant objects to the definition of "COMMUNICATIONS" as vague,  
 28 ambiguous, overbroad, and not meaningfully defined. Defendant further objects to this request as

unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or work product doctrine. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request on the grounds that it calls for a legal conclusion. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing. To the extent that any non-privileged document responsive to this request that is in Defendant's possession, custody, and control, Defendant agrees to produce said documents once resource and accessibility issues have been resolved. Defendant further agrees to supplement the present response to the extent no responsive documents are determined to be within its possession, custody, or control.

#### **REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 36**

Please see reason to provide a further response to DFID Nos. 1 and 12 above.

#### **DDID No. 37**

All COMMUNICATIONS between YOU and any state or federal (e.g. Department of Labor) governmental agency regarding claims for unpaid work-related expenses or unpaid wages including but not limited to mileage expenses.

#### **DEFENDANT'S FURTHER RESPONSE TO DFID NO. 37**

Defendant incorporates by reference its Preliminary Statement and General Objections as

1 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
 2 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
 3 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time,  
 4 scope, and matter. Defendant objects to the definition of “COMMUNICATIONS” as vague,  
 5 ambiguous, overbroad, and not meaningfully defined. Defendant further objects to this request as  
 6 unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant further  
 7 objects on the ground that this request seeks information protected by the attorney-client privilege  
 8 and/or work product doctrine. Defendant further objects to this request on the grounds that it seeks  
 9 information that is neither relevant nor reasonably calculated to lead to the discovery of admissible  
 10 evidence. Defendant objects that this request is improperly compound. Furthermore, this request is  
 11 argumentative to the extent it requires the adoption of an improper assumption. Defendant objects  
 12 to this request to the extent it seeks disclosure of confidential and/or proprietary information.  
 13 Defendant further objects to this request to the extent that it violates the privacy rights of former  
 14 and/or current employees, and other third parties who are not parties to this action, which objection  
 15 Defendant is obligated to assert on their behalf. Subject to and without waiving the foregoing and  
 16 general objections, Defendant responds as follows: Defendant has been unable to access necessary  
 17 files and records contained at its main office in Morristown, New Jersey, for several months because  
 18 of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited  
 19 resources and personnel to investigate the circumstances surrounding Plaintiff’s claims in the  
 20 present action. Accordingly, discovery and investigation is ongoing and continuing. To the extent  
 21 that any non-privileged document responsive to this request that is in Defendant’s possession,  
 22 custody, and control, Defendant agrees to produce said documents once resource and accessibility  
 23 issues have been resolved. Defendant further agrees to supplement the present response to the  
 24 extent no responsive documents are determined to be within its possession, custody, or control.

#### 25 **REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 37**

26 Please see reason to provide a further response to DFID Nos. 1 and 12 above.

#### 27 **DDID No. 38**

28 All COMMUNICATIONS that evidence complaints, formal or informal, by any person

1 concerning YOUR failure to pay wages to any of YOUR employees during the last ten years.

2 **DEFENDANT’S FURTHER RESPONSE TO DFID NO. 38**

3 Defendant incorporates by reference its Preliminary Statement and General Objections as  
 4 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
 5 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
 6 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time,  
 7 scope, and matter. Defendant objects to the definition of “COMMUNICATIONS” as vague,  
 8 ambiguous, overbroad, and not meaningfully defined. Defendant further objects to this request as  
 9 unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant further  
 10 objects on the ground that this request seeks information protected by the attorney-client privilege  
 11 and/or work product doctrine. Defendant further objects to this request on the grounds that it seeks  
 12 information that is neither relevant nor reasonably calculated to lead to the discovery of admissible  
 13 evidence. Defendant further objects to the extent this request seeks documents beyond the scope of  
 14 Plaintiff’s employment and requisite statute of limitations. Defendant objects that this request is  
 15 improperly compound. Furthermore, this request is argumentative to the extent it requires the  
 16 adoption of an improper assumption. Defendant objects to this request to the extent it seeks  
 17 disclosure of confidential and/or proprietary information. Defendant further objects to this request  
 18 to the extent that it violates the privacy rights of former and/or current employees, and other third  
 19 parties who are not parties to this action, which objection Defendant is obligated to assert on their  
 20 behalf.

21 **REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 38**

22 Please see reason to provide a further response to DFID Nos. 1 and 12 above.

23 **DDID No. 39**

24 All COMMUNICATIONS with any person regarding this case or the allegations contained  
 25 in PLAINTIFF’S operative Complaint.

26 **DEFENDANT’S FURTHER RESPONSE TO DFID NO. 39**

27 Defendant incorporates by reference its Preliminary Statement and General Objections as  
 28 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad

1 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
 2 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time,  
 3 scope, and matter. Defendant objects to the definition of “COMMUNICATIONS” as vague,  
 4 ambiguous, overbroad, and not meaningfully defined. Defendant further objects to this request as  
 5 unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant further  
 6 objects on the ground that this request seeks information protected by the attorney-client privilege  
 7 and/or work product doctrine. Defendant further objects to this request on the grounds that it seeks  
 8 information that is neither relevant nor reasonably calculated to lead to the discovery of admissible  
 9 evidence. Defendant further objects to the extent this request seeks documents beyond the scope of  
 10 Plaintiff’s employment and requisite statute of limitations. Defendant objects that this request is  
 11 improperly compound. Furthermore, this request is argumentative to the extent it requires the  
 12 adoption of an improper assumption. Defendant objects to this request on the grounds that it calls  
 13 for a legal conclusion. Defendant objects to this request to the extent it seeks disclosure of  
 14 confidential and/or proprietary information. Defendant further objects to this request to the extent  
 15 that it violates the privacy rights of former and/or current employees, and other third parties who are  
 16 not parties to this action, which objection Defendant is obligated to assert on their behalf.

#### 17 **REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 39**

18 Please see reason to provide a further response to DFID Nos. 1 and 12 above.

#### 19 **DDID No. 40**

20 All COMMUNICATIONS evidencing questionnaires or statements, signed or completed by  
 21 any of YOUR current or former employees concerning this litigation.

#### 22 **DEFENDANT’S FURTHER RESPONSE TO DFID NO. 40**

23 Defendant incorporates by reference its Preliminary Statement and General Objections as  
 24 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
 25 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
 26 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time,  
 27 scope, and matter. Defendant objects to the definition of “COMMUNICATIONS” as vague,  
 28 ambiguous, overbroad, and not meaningfully defined. Defendant further objects to this request as

unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or work product doctrine. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to the extent this request seeks documents beyond the scope of Plaintiff's employment and requisite statute of limitations. Defendant objects that this request is improperly compound. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request on the grounds that it calls for a legal conclusion. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Subject to and without waiving the foregoing and general objections, Defendant responds as follows:

Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing. To the extent that any non-privileged document responsive to this request that is in Defendant's possession, custody, and control, Defendant agrees to produce said documents once resource and accessibility issues have been resolved. Defendant further agrees to supplement the present response to the extent no responsive documents are determined to be within its possession, custody, or control.

#### **REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 40**

Please see reason to provide a further response to DFID Nos. 1 and 12 above.

#### **DDID No. 41**

All DOCUMENTS IDENTIFYING (The term "IDENTIFY" or "IDENTIFYING" shall mean provide the name, home and work address, work and personal email address, and personal and work telephone number) each person involved in managing and/or supervising PLAINTIFF'S work

1 during the CLASS PERIOD.

2 **DEFENDANT’S FURTHER RESPONSE TO DFID NO. 41**

3 Defendant incorporates by reference its Preliminary Statement and General Objections as  
 4 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
 5 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
 6 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects  
 7 to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case.  
 8 Defendant also objects to the definition of “CLASS PERIOD” in that it seeks information pertaining  
 9 to a period of time beyond Defendant’s employment of Plaintiff’s, and/or any purported putative  
 10 class members. Defendant further objects on the ground that this request seeks information that is  
 11 protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant  
 12 further objects to this request on the grounds that it seeks information that is neither relevant nor  
 13 reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is  
 14 argumentative to the extent it requires the adoption of an improper assumption. Defendant objects  
 15 to this request to the extent it seeks disclosure of confidential and/or proprietary information.  
 16 Defendant further objects to this request to the extent that it violates the privacy rights of former  
 17 and/or current employees, and other third parties who are not parties to this action, which objection  
 18 Defendant is obligated to assert on their behalf.

19 **REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 41**

20 Please see reason to provide a further response to DFID Nos. 1 and 12 above.

21 **DDID No. 42**

22 All DOCUMENTS IDENTIFYING each person involved in managing and/or supervising  
 23 any of the CLASS MEMBERS’ work during the CLASS PERIOD.

24 **DEFENDANT’S FURTHER RESPONSE TO DFID NO. 42**

25 Defendant incorporates by reference its Preliminary Statement and General Objections as  
 26 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
 27 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
 28 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time,

scope, and matter. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant objects to the definition of “CLASS MEMBERS” as overbroad and outside the scope of the claims alleged in Plaintiff’s operative Complaint. Defendant objects that the putative class is not presently ascertainable in light of Plaintiff’s improper definition contained herein. Defendant also objects to the definition of “CLASS PERIOD” in that it seeks information pertaining to a period of time beyond Defendant’s employment of Plaintiff’s, and/or any purported putative class members. Defendant further objects on the ground that this request seeks information that is protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the circumstances surrounding Plaintiff’s claims in the present action. Accordingly, discovery and investigation is ongoing and continuing. To the extent that any non-privileged document responsive to this request that is in Defendant’s possession, custody, and control, Defendant agrees to produce said documents once resource and accessibility issues have been resolved. Defendant further agrees to supplement the present response to the extent no responsive documents are determined to be within its possession, custody, or control.

#### **REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 42**

Please see reason to provide a further response to DFID Nos. 1 and 12 above.

**DDID No. 43**

Any workplace calendar, daily planner, or any other similar DOCUMENT PLAINTIFF'S supervisor and/or manager maintained containing his or her notes concerning the PLAINTIFF'S working hours.

**DEFENDANT'S FURTHER RESPONSE TO DFID NO. 43**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant further objects on the ground that this request seeks information that is protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing. To the extent that any non-privileged document responsive to this request that is in Defendant's possession, custody, and control, Defendant agrees to produce said documents once resource and accessibility issues have been resolved. Defendant further agrees to supplement the present response to the extent no responsive documents are determined to be within its possession,

1 custody, or control.

2 **REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 43**

3 Please see reason to provide a further response to DFID Nos. 1 and 12 above.

4 **DDID No. 44**

5 Any workplace calendar, daily planner, or any other similar DOCUMENT PLAINTIFF'S  
6 supervisor and/or manager maintained containing his or her notes concerning the PLAINTIFF'S  
7 work locations.

8 **DEFENDANT'S FURTHER RESPONSE TO DFID NO. 44**

9 Defendant incorporates by reference its Preliminary Statement and General Objections as  
10 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
11 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
12 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time,  
13 scope, and matter. Defendant further objects to this request as unduly burdensome, oppressive, and  
14 disproportionate to the needs of the case. Defendant further objects on the ground that this request  
15 seeks information that is protected by the attorney-client privilege and/or the attorney work-product  
16 doctrine. Defendant further objects to this request on the grounds that it seeks information that is  
17 neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.  
18 Furthermore, this request is argumentative to the extent it requires the adoption of an improper  
19 assumption. Defendant objects to this request to the extent it seeks disclosure of confidential and/or  
20 proprietary information. Defendant further objects to this request to the extent that it violates the  
21 privacy rights of former and/or current employees, and other third parties who are not parties to this  
22 action, which objection Defendant is obligated to assert on their behalf.

23 **REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 44**

24 Please see reason to provide a further response to DFID Nos. 1 and 12 above.

25 **DDID No. 45**

26 All DOCUMENTS that IDENTIFY CLASS MEMBERS.

27 **DEFENDANT'S FURTHER RESPONSE TO DFID NO. 45**

28 Defendant incorporates by reference its Preliminary Statement and General Objections as

though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant objects to the definition of “CLASS MEMBERS” as overbroad and outside the scope of the claims alleged in Plaintiff’s operative Complaint. Defendant objects that the putative class is not presently ascertainable in light of Plaintiff’s improper definition contained herein. Defendant further objects on the ground that this request seeks information that is protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf.

#### **REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 45**

Please see reason to provide a further response to DFID Nos. 1 and 12 above.

#### **DDID No. 46**

Any DOCUMENT(S) that best identifies the number of CLASS MEMBERS during the CLASS PERIOD.

#### **DEFENDANT’S FURTHER RESPONSE TO DFID NO. 46**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant objects to the definition of “CLASS

MEMBERS” as overbroad and outside the scope of the claims alleged in Plaintiff’s operative Complaint. Defendant objects that the putative class is not presently ascertainable in light of Plaintiff’s improper definition contained herein. Defendant also objects to the definition of “CLASS PERIOD” in that it seeks information pertaining to a period of time beyond Defendant’s employment of Plaintiff’s, and/or any purported putative class members. Defendant further objects on the ground that this request seeks information that is protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf.

**REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 46**

Please see reason to provide a further response to DFID Nos. 1 and 12 above.

**DDID No. 47**

Any DOCUMENT(S) that best identifies the number of AGGRIEVED EMPLOYEES (As used herein, the term “AGGRIEVED EMPLOYEES” means all current or former nonexempt employees who worked in California from **September 4, 2018** to the present for the Defendants) during the PAGA PERIOD (As used herein, “PAGA PERIOD” shall mean from September 5, 2018 through the present).

**DEFENDANT’S FURTHER RESPONSE TO DFID NO. 47**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant further objects to this request as unduly burdensome, oppressive, and

disproportionate to the needs of the case. Defendant objects to the definition of “AGGRIEVED EMPLOYEES” as overbroad and outside the scope of the claims alleged in Plaintiff’s operative Complaint. Defendant objects that the putative aggrieved employees is not presently ascertainable in light of Plaintiff’s improper definition contained herein. Defendant also objects to the definition of “PAGA PERIOD” in that it seeks information pertaining to a period of time beyond Defendant’s employment of Plaintiff’s, and/or any purported putative aggrieve employees. Defendant further objects on the ground that this request seeks information that is protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf.

**REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 47**

Please see reason to provide a further response to DFID Nos. 1 and 12 above.

**DDID No. 48**

Actual copies of all wage and earning statements PLAINTIFF was issued during PLAINTIFF’S employment with YOU.

**DEFENDANT’S FURTHER RESPONSE TO DFID NO. 48**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant objects to the phrase “actual copies” as vague, ambiguous, overbroad, and not meaningfully defined. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant further objects on the ground that this request seeks information that is

protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant objects to this request as being propounded solely to harass and annoy in that it is duplicative of Request for Production No. 15. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing. Defendant agrees to produce any non-privileged documents responsive to this request that are in its possession, custody, and control once resource and accessibility issues have been resolved.

#### **REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 48**

Please see reason to provide a further response to DFID Nos. 1 and 12 above.

#### **DDID No. 49**

Actual copies of all wage and earning statements CLASS MEMBERS were issued during the CLASS PERIOD.

#### **DEFENDANT'S FURTHER RESPONSE TO DFID NO. 49**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant objects to the phrase "actual copies" as vague, ambiguous, overbroad, and not meaningfully defined. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant objects to the definition of "CLASS MEMBERS" as overbroad and outside the scope of the claims alleged in Plaintiff's operative Complaint. Defendant objects that the putative class is not presently ascertainable in light of Plaintiff's improper definition contained herein. Defendant also objects to the definition of "CLASS PERIOD" in that it seeks information pertaining to a period of time beyond Defendant's employment of Plaintiff's, and/or any purported putative class members. Defendant further objects

on the ground that this request seeks information that is protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing. Defendant agrees to produce any non-privileged documents responsive to this request that are in its possession, custody, and control once resource and accessibility issues have been resolved and former and/or current employees have permitted release of such a document pursuant to a sanctioned *Belaire-West* notice. Defendant further agrees to supplement the present response to the extent no responsive documents are determined to be within its possession, custody, or control.

#### **REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 49**

Please see reason to provide a further response to DFID Nos. 1 and 12 above.

#### **DDID No. 50**

Actual copies of all W-2's PLAINTIFF was issued during PLAINTIFF'S employment with YOU.

#### **DEFENDANT'S FURTHER RESPONSE TO DFID NO. 50**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of

1 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant objects to the  
 2 phrase “actual copies” as vague, ambiguous, overbroad, and not meaningfully defined. Defendant  
 3 further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs  
 4 of the case. Defendant further objects on the ground that this request seeks information that is  
 5 protected by the attorney-client privilege and/or the attorney work-product doctrine. Subject to and  
 6 without waiving the foregoing and general objections, Defendant responds as follows: Defendant  
 7 has been unable to access necessary files and records contained at its main office in Morristown,  
 8 New Jersey, for several months because of statewide closures due to COVID-19. In light of the  
 9 pandemic, Defendant has had limited resources and personnel to investigate the circumstances  
 10 surrounding Plaintiff’s claims in the present action. Accordingly, discovery and investigation is  
 11 ongoing and continuing. Defendant agrees to produce any non-privileged documents responsive to  
 12 this request that are in its possession, custody, and control once resource and accessibility issues  
 13 have been resolved.

14 **REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 50**

15 Please see reason to provide a further response to DFID Nos. 1 and 12 above.

16 **DDID No. 51**

17 Actual copies of all W-2’s CLASS MEMBERS were issued during the CLASS PERIOD.

18 **DEFENDANT’S FURTHER RESPONSE TO DFID NO. 51**

19 Defendant incorporates by reference its Preliminary Statement and General Objections as  
 20 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
 21 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
 22 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time,  
 23 scope, and matter. Defendant objects to the phrase “actual copies” as vague, ambiguous, overbroad,  
 24 and not meaningfully defined. Defendant further objects to this request as unduly burdensome,  
 25 oppressive, and disproportionate to the needs of the case. Defendant objects to the definition of  
 26 “CLASS MEMBERS” as overbroad and outside the scope of the claims alleged in Plaintiff’s  
 27 operative Complaint. Defendant objects that the putative class is not presently ascertainable in light  
 28 of Plaintiff’s improper definition contained herein. Defendant also objects to the definition of

1 “CLASS PERIOD” in that it seeks information pertaining to a period of time beyond Defendant’s  
 2 employment of Plaintiff’s, and/or any purported putative class members. Defendant further objects  
 3 on the ground that this request seeks information that is protected by the attorney-client privilege  
 4 and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds  
 5 that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of  
 6 admissible evidence. Furthermore, this request is argumentative to the extent it requires the  
 7 adoption of an improper assumption. Defendant objects to this request to the extent it seeks  
 8 disclosure of confidential and/or proprietary information. Defendant further objects to this request  
 9 to the extent that it violates the privacy rights of former and/or current employees, and other third  
 10 parties who are not parties to this action, which objection Defendant is obligated to assert on their  
 11 behalf. Subject to and without waiving the foregoing and general objections, Defendant responds as  
 12 follows: Defendant has been unable to access necessary files and records contained at its main office  
 13 in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In  
 14 light of the pandemic, Defendant has had limited resources and personnel to investigate the  
 15 circumstances surrounding Plaintiff’s claims in the present action. Accordingly, discovery and  
 16 investigation is ongoing and continuing. To the extent that any non-privileged document responsive  
 17 to this requests is in Defendant’s possession, custody, and control, Defendant agrees to produce said  
 18 documents once resource and accessibility issues have been resolved and former and/or current  
 19 employees have permitted release of such a document pursuant to a sanctioned *Belaire-West* notice.  
 20 Defendant further agrees to supplement the present response to the extent no responsive documents  
 21 are determined to be within its possession, custody, or control.

#### 22 **REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 51**

23 Please see reason to provide a further response to DFID Nos. 1 and 12 above.

#### 24 **DDID No. 52**

25 All DOCUMENTS that refer to any actions or measures taken by YOU to ensure that  
 26 CLASS MEMBERS are reimbursed for work related expenses CLASS MEMBERS’ incurred during  
 27 the CLASS PERIOD.  
 28

**DEFENDANT’S FURTHER RESPONSE TO DFID NO. 52**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant objects to the phrase “any actions or measures” as vague, ambiguous, overbroad, and not meaningfully defined. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant objects to the definition of “CLASS MEMBERS” as overbroad and outside the scope of the claims alleged in Plaintiff’s operative Complaint. Defendant objects that the putative class is not presently ascertainable in light of Plaintiff’s improper definition contained herein. Defendant also objects to the definition of “CLASS PERIOD” in that it seeks information pertaining to a period of time beyond Defendant’s employment of Plaintiff’s, and/or any purported putative class members. Defendant further objects on the ground that this request seeks information that is protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the circumstances surrounding Plaintiff’s claims in the present action. Accordingly, discovery and investigation is ongoing and continuing. To the extent that any non-privileged document responsive to this requests is in Defendant’s possession, custody,

1 and control, Defendant agrees to produce said documents once resource and accessibility issues  
 2 have been resolved and former and/or current employees have permitted release of such a document  
 3 pursuant to a sanctioned *Belair-West* notice. Defendant further agrees to supplement the present  
 4 response to the extent no responsive documents are determined to be within its possession, custody,  
 5 or control.

6 **REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 52**

7 Please see reason to provide a further response to DFID Nos. 1 and 12 above.

8 **DDID No. 53**

9 All DOCUMENTS that evidence any measures taken by YOU during the CLASS PERIOD  
 10 to ensure that CLASS MEMBERS are paid for all working hours during the workday, including but  
 11 not limited to for commute time, administrative time, and/or working from home.

12 **DEFENDANT'S FURTHER RESPONSE TO DFID NO. 53**

13 Defendant incorporates by reference its Preliminary Statement and General Objections as  
 14 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
 15 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
 16 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time,  
 17 scope, and matter. Defendant objects to the phrases "any measures," "commute time," and  
 18 "administrative time" as vague, ambiguous, overbroad, and not meaningfully defined. Defendant  
 19 further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs  
 20 of the case. Defendant objects to the definition of "CLASS MEMBERS" as overbroad and outside  
 21 the scope of the claims alleged in Plaintiff's operative Complaint. Defendant objects that the  
 22 putative class is not presently ascertainable in light of Plaintiff's improper definition contained  
 23 herein. Defendant also objects to the definition of "CLASS PERIOD" in that it seeks information  
 24 pertaining to a period of time beyond Defendant's employment of Plaintiff's, and/or any purported  
 25 putative class members. Defendant further objects on the ground that this request seeks information  
 26 that is protected by the attorney-client privilege and/or the attorney work-product doctrine.  
 27 Defendant further objects to this request on the grounds that it seeks information that is neither  
 28 relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore,

1 this request is argumentative to the extent it requires the adoption of an improper assumption.  
 2 Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary  
 3 information. Defendant further objects to this request to the extent that it violates the privacy rights  
 4 of former and/or current employees, and other third parties who are not parties to this action, which  
 5 objection Defendant is obligated to assert on their behalf. Subject to and without waiving the  
 6 foregoing and general objections, Defendant responds as follows: Defendant has been unable to  
 7 access necessary files and records contained at its main office in Morristown, New Jersey, for  
 8 several months because of statewide closures due to COVID-19. In light of the pandemic,  
 9 Defendant has had limited resources and personnel to investigate the circumstances surrounding  
 10 Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and  
 11 continuing. To the extent that any non-privileged document responsive to this requests is in  
 12 Defendant's possession, custody, and control, Defendant agrees to produce said documents once  
 13 resource and accessibility issues have been resolved and former and/or current employees have  
 14 permitted release of such a document pursuant to a sanctioned *Belaire-West* notice. Defendant  
 15 further agrees to supplement the present response to the extent no responsive documents are  
 16 determined to be within its possession, custody, or control.

#### 17 **REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 53**

18 Please see reason to provide a further response to DFID Nos. 1 and 12 above.

#### 19 **DDID No. 54**

20 All DOCUMENTS evidencing YOUR TRAINING provided to CLASS MEMBERS (As  
 21 used herein, "TRAINING" includes, for example, training provided to CLASS MEMBERS in the  
 22 areas of reimbursements for work related expenses incurred by YOUR employees or reporting  
 23 worktime regarding their wages.)

#### 24 **DEFENDANT'S FURTHER RESPONSE TO DFID NO. 54**

25 Defendant incorporates by reference its Preliminary Statement and General Objections as  
 26 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
 27 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
 28 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time,

1 scope, and matter. Defendant objects to the definition of “TRAINING” as vague, ambiguous,  
2 overbroad, and not meaningfully defined. Defendant further objects to this request as unduly  
3 burdensome, oppressive, and disproportionate to the needs of the case. Defendant objects to the  
4 definition of “CLASS MEMBERS” as overbroad and outside the scope of the claims alleged in  
5 Plaintiff’s operative Complaint. Defendant objects that the putative class is not presently  
6 ascertainable in light of Plaintiff’s improper definition contained herein. Defendant also objects to  
7 the definition of “CLASS PERIOD” in that it seeks information pertaining to a period of time  
8 beyond Defendant’s employment of Plaintiff’s, and/or any purported putative class members.  
9 Defendant further objects on the ground that this request seeks information that is protected by the  
10 attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to  
11 this request on the grounds that it seeks information that is neither relevant nor reasonably  
12 calculated to lead to the discovery of admissible evidence. Furthermore, this request is  
13 argumentative to the extent it requires the adoption of an improper assumption. Defendant objects  
14 to this request to the extent it seeks disclosure of confidential and/or proprietary information.  
15 Defendant further objects to this request to the extent that it violates the privacy rights of former  
16 and/or current employees, and other third parties who are not parties to this action, which objection  
17 Defendant is obligated to assert on their behalf. Subject to and without waiving the foregoing and  
18 general objections, Defendant responds as follows: Defendant has been unable to access necessary  
19 files and records contained at its main office in Morristown, New Jersey, for several months because  
20 of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited  
21 resources and personnel to investigate the circumstances surrounding Plaintiff’s claims in the  
22 present action. Accordingly, discovery and investigation is ongoing and continuing. To the extent  
23 that any non-privileged document responsive to this requests is in Defendant’s possession, custody,  
24 and control, Defendant agrees to produce said documents once resource and accessibility issues  
25 have been resolved and former and/or current employees have permitted release of such a document  
26 pursuant to a sanctioned *Belaire-West* notice. Defendant further agrees to supplement the present  
27 response to the extent no responsive documents are determined to be within its possession, custody,  
28 or control.

**REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 54**

Please see reason to provide a further response to DFID Nos. 1 and 12 above.

**DDID No. 55**

All DOCUMENTS that support YOUR contention that PLAINTIFFS' case cannot be maintained as a representative action.

**DEFENDANT'S FURTHER RESPONSE TO DFID NO. 55**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope. Defendant further objects on the ground that this request seeks information that is protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request on the grounds it assumes facts not in evidence and calls for a legal conclusion. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent it seeks production of the mental impressions or legal theories of defense counsel. Defendant also objects in so far as Plaintiff attempts to improperly shift her affirmative burden of proof by requiring this Defendant to define and disprove Plaintiff's entire case, and/or prove the negative. Defendant further objects to this request on the grounds that it is unreasonably burdensome, harassing, and oppressive. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf.

**REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 55**

Please see reason to provide a further response to DFID Nos. 1 and 12 above.

**DDID No. 56**

All DOCUMENTS evidencing that YOU included the correct name of the employer on

1 PLAINTIFF's wage statements during the CLASS PERIOD.

2 **DEFENDANT'S FURTHER RESPONSE TO DFID NO. 56**

3 Defendant incorporates by reference its Preliminary Statement and General Objections as  
 4 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
 5 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
 6 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time,  
 7 scope, and matter. Defendant further objects to this request as unduly burdensome, oppressive, and  
 8 disproportionate to the needs of the case. Defendant also objects to the definition of "CLASS  
 9 PERIOD" in that it seeks information pertaining to a period of time beyond Defendant's  
 10 employment of Plaintiff's, and/or any purported putative class members. Defendant further objects  
 11 on the ground that this request seeks information that is protected by the attorney-client privilege  
 12 and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds  
 13 that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of  
 14 admissible evidence. Defendant further objects to this request on the grounds it assumes facts not in  
 15 evidence and calls for a legal conclusion. Defendant objects to this request to the extent it seeks  
 16 disclosure of confidential and/or proprietary information. Defendant further objects to this request  
 17 to the extent it seeks production of the mental impressions or legal theories of defense counsel.  
 18 Defendant also objects in so far as Plaintiff attempts to improperly shift her affirmative burden of  
 19 proof by requiring this Defendant to define and disprove Plaintiff's entire case, and/or prove the  
 20 negative. Defendant further objects to this request on the grounds that it is unreasonably  
 21 burdensome, harassing, and oppressive.

22 **REASON TO PROVIDE A FURTHER RESPONSE TO DFID NO. 56**

23 Please see reason to provide a further response to DFID Nos. 1 and 12 above.

24 Dated: September 11, 2021

Law Office of  
 Thomas D. Rutledge

26 By: Thomas D. Rutledge  
 27 /s/Thomas D. Rutledge  
 Attorney for the Plaintiffs, *et al.*

**PROOF OF SERVICE**

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

I, THOMAS D. RUTLEDGE, the undersigned, am employed in the County of San Diego, State of California; I am over the age of 18 and not a party to the within action; my business address is 113 West G Street, Suite 231, San Diego, California 92101.

On September 11, 2021, I served the foregoing document(s) described as:

**PLAINTIFFS' SEPARATE STATEMENT OF ITEMS IN DISPUTE ISO PLAINTIFFS' MOTION TO COMPEL DEFENDANT COWORX STAFFING SERVICES LLC TO PROVIDE FURTHER RESPONSES TO PLAINTIFFS' DEMAND FOR INSPECTION OF DOCUMENT NOS. 1-56 & REQUEST FOR MONETARY SANCTIONS**

on the interested parties to this action by placing a copy thereof enclosed in a sealed envelope addressed as follows: **See Attached List.**

☒ (BY MAIL) I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence was deposited with the United States Postal Service this same day in the ordinary course of business at our Firm's office address in San Diego, California.

☒ (BY EMAIL) I served the foregoing document by email to the abovementioned.

☐ (BY PERSONAL SERVICE) I caused such envelope to be delivered by hand to the offices of the above named addressee(s).

☐ (BY FACSIMILE) I caused such documents to be delivered via facsimile to the offices of the addressee(s) at the following facsimile number:

Executed September 11, 2021, at San Diego, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

THOMAS D. RUTLEDGE  
/s/THOMAS D. RUTLEDGE

**SERVICE LIST**

David R. Ongaro, Esquire  
1604 Union Street  
San Francisco, California 94123

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 San Francisco, California 94111  
 Telephone: (415) 413-4629  
 Facsimile: (866) 937-4109  
 kevin@kwoodalllaw.com

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 COUNTY OF SAN FRANCISCO

LYSETTE GALVEZ, individually and  
 on behalf of those similarly situated,

Plaintiffs,

vs.

COWORX STAFFING SERVICES  
 LLC, *et al.*

Defendants.

Case No. CGC-19-578983

Judge: Hon. Garrett L. Wong  
 Department: 610

**PLAINTIFFS' SEPARATE STATEMENT OF  
 ITEMS IN DISPUTE ISO PLAINTIFFS' MOTION  
 TO COMPEL DEFENDANT COWORX STAFFING  
 SERVICES LLC TO PROVIDE FURTHER  
 RESPONSES TO PLAINTIFFS' SPECIAL  
 INTERROGATORY NOS. 2-9 & REQUEST FOR  
 MONETARY SANCTIONS**

[Discovery Related Issue]

Hearing Date: Oct. 7, 2021  
 Hearing Time: 9:00 a.m.  
 Hearing Location: Dept.: 301 (Discovery)

Date Complaint Filed: Sept. 4, 2019  
 Trial Date: Sept. 2, 2022  
 Discovery Cutoff: July 19, 2020

[Decs. of Thomas D. Rutledge and Kevin Woodall, Not.  
 of Mot., and MPA filed concurrently herewith]

**PLAINTIFFS' SEPARATE STATEMENT OF ITEMS IN DISPUTE**

**SPECIAL INTERROGATORY NO. 1:**

NA.

**SPECIAL INTERROGATORY NO. 2:**

For each CLASS MEMBER (As used herein, the term "CLASS MEMBERS" means all current or former nonexempt employees who worked in California from **September 4, 2015** to the present for YOU.) (As used herein, "YOU" or "YOUR" shall mean **COWORX STAFFING SERVICES LLC**, and its servants, agents, subsidiaries, parent companies, partners, including but not limited to any of the named Defendants in this action, employees, representatives, divisions, attorneys, and anyone else acting on its behalf) employed by YOU in California during the CLASS PERIOD (As used herein, "CLASS PERIOD" shall mean from September 4, 2015 through the present), IDENTIFY (The term "IDENTIFY" or "IDENTIFYING" shall mean provide the name, home and work address, work and personal email address, and personal and work telephone number) each CLASS MEMBER.

**FURTHER RESPONSE TO SPECIAL INTERROGATORY NO. 2:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though set forth herein full. Defendant objects to this interrogatory as vague, ambiguous, and overbroad in that it is unlimited in time, scope, and matter. Defendant objects to the definition of "CLASS MEMBERS" as overbroad and outside the scope of the claims alleged in Plaintiff's operative Complaint. Defendant objects to Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant also objects to the definition of "CLASS PERIOD" in that it seeks information pertaining to a period of time beyond Defendant's employment of Plaintiff's, and/or any purported putative class members. Defendant further objects to this interrogatory on the ground that it violates *Code of Civil Procedure* section 2030.230 as it calls for a compilation, abstract, or summary of or from documents. Furthermore, this interrogatory is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this interrogatory to the extent that it

1 seeks information that is neither relevant to the subject matter of this action, nor  
 2 reasonably calculated to lead to the discovery of admissible evidence. Defendant  
 3 objects to this request to the extent it seeks disclosure of confidential and/or  
 4 proprietary information. Defendant further objects to this interrogatory to the extent  
 5 that it violates the privacy rights of former and/or current employees, and other third  
 6 parties who are not parties to this action, which objection Defendant is obligated to  
 7 assert on their behalf. Defendant further objects to this request as improperly  
 8 compound. Subject to and without waiving the foregoing and general objections,  
 9 Defendant responds as follows: Defendant has been unable to access necessary files  
 10 and records contained at its main office in Morristown, New Jersey, for several  
 11 months because of statewide closures due to COVID-19. In light of the pandemic,  
 12 Defendant has had limited resources and personnel to investigate the circumstances  
 13 surrounding Plaintiff's claims in the present action. Accordingly, discovery and  
 14 investigation is ongoing and continuing and Defendant is presently unable to provide  
 15 a response to this interrogatory. Defendant agrees to supplement the present response  
 16 once resource and accessibility issues have been resolved, and former and/or current  
 17 employees have permitted release of their private information sought in this  
 18 interrogatory pursuant to a sanctioned *Belaire-West* notice.

## **REASON TO PROVIDE FURTHER RESPONSE TO SPEC. INT. NO. 2**

19 Defendant's boilerplate objections are without merit. First, the discovery terms  
 20 are not vague, argumentative, irrelevant, compound, or unascertainable, as proven by  
 21 Defendant CoWorx's partial production of the Class List. Defendant's attorney-client  
 22 privilege objection cannot apply because Defendant CoWorx has already managed to  
 23 produce a portion of the Class List. If the remaining portion of the Class List is in  
 24 possession of only Defendant's former attorneys, Defendant can nevertheless instruct  
 25 its previous counsel to provide Plaintiffs the remaining portion of the Class List.

26 As far as Defendant's privacy, sequencing, and confidentiality objections are  
 27 concerned, Plaintiffs offered to do a *Belaire West* notice process, but Defendant  
 28 agreed to dispense with this requirement. After all, there is an enforceable protective  
 order in place and Plaintiffs' Counsel are well experienced in knowing how to handle

1 Class Lists. (See, e.g., *Crab Addison v. Superior Court* (2008) 169 Cal.App.4th 958;  
 2 *Tierno v. Rite Aid Corp.*, 2008 WL 3287035 at \*3 (N.D. Cal. July 31, 2008); *McArdle*  
 3 *v. AT&T Mobility LLC*, 2010 WL 1532334 at \*3-\*4 (N.D. Cal. April 16, 2010) [cases  
 4 requiring defendant-employers to provide class contact information without a *Belair*  
 5 *West* notice process.)

6 Plaintiffs' need to obtain this information outweighs Defendant's  
 7 privacy/confidentiality objections because the disclosure of the foregoing information  
 8 will provide the names and contact information of percipient witnesses to the wage and  
 9 hour violations Plaintiff here is prosecuting. Plaintiff is the representative for the  
 10 aggrieved employees in an unpaid wage and hour representative action filed pursuant  
 11 to the PAGA per Labor Code §§ 2699, *et seq.* seeking to recover PAGA penalties. As  
 12 such, Plaintiffs essentially stands in the shoes of a California Labor Commissioner's  
 13 investigation into a company's exposure for civil penalties, giving Plaintiff broad  
 14 investigative discovery rights. (*Iskanian v. CLS Transportation Los Angeles, LLC*,  
 15 (2014) 59 Cal.4th 348, at pp. 387 and 394, *cert. denied*, 190 L. Ed. 2d 911, 2015 U.S.  
 16 LEXIS 735 [holding that "every PAGA action," whether seeking penalties as to only  
 17 one aggrieved employee or as to other employees as well, "is a representative action  
 18 on behalf of the state."]; *Franco v. Arakelian Enterprises, Inc.* (2015) 234  
 19 Cal.App.4th 947.)

20 In support of its ruling, the *Iskanian* Court compared PAGA claims to *qui*  
 21 *tam* actions stating,

22 Nothing in the text or legislative history of the FAA nor in the Supreme  
 23 Court's construction of the statute suggests that the FAA was intended  
 24 to limit the ability of states to enhance their public  
 25 enforcement capabilities by enlisting willing employees in *qui tam* actions.  
 26 Representative actions under the PAGA, unlike class action suits for  
 27 damages, do not displace the bilateral arbitration of private disputes  
 28 between employers and employees over their respective rights and  
 obligations toward each other. Instead, they directly enforce the states  
 interest in penalizing and deterring employers who violate California's  
 labor laws. In crafting the PAGA, the Legislature could have chosen to  
 deputize citizens who were not employees of the defendant employer  
 to prosecute *qui tam* actions. The Legislature instead chose to limit *qui*  
*tam* plaintiffs to willing employees who had been aggrieved by  
 the employer in order to avoid "private plaintiff abuse."

1 (*Iskanian*, 59 Cal.4th at 314-316.)

2 Moreover, according to the Supreme Court of California, the discovery of the  
 3 names and contact information of represented employees in PAGA actions is  
 4 mandatory. (*Williams v. Super. Ct.*, 3 Cal.5th 531 (2017); *Stern v. Superior Court*  
 5 (2003) 105 Cal.App.4th 223, 232 [“Each party, moreover, must have an opportunity to  
 6 conduct discovery on class action issues before filing documents to support or oppose  
 7 a class action certification motion . . . so the trial court can realistically determine if  
 8 common questions are sufficiently pervasive to permit adjudication in a class  
 9 action.”].) By law, plaintiff-employees in a wage and hour PAGA actions have the  
 10 independent right to ascertain the names and contact information of aggrieved  
 11 employees to interview them before trial or before filing any dispositive motion.  
 12 (*Williams*.) Indeed, many courts have held that no *Belaire-West* type notice is  
 13 required to be issued to putative class members before their contact information is  
 14 provided to plaintiffs in a wage and hour class action. (See *Crab Addison v. Superior*  
 15 *Court* (2008) 169 Cal.App.4th 958 [class contact information is available to plaintiffs  
 16 without a *Belaire-West* notice being required to be sent]; *Pioneer Electronics (USA)*  
 17 *Inc. v. Super. Ct.* (2007) 40 Cal.4th 360, 372-373.) Plaintiffs believe a *Belaire-West*  
 18 notice procedure is unnecessary, especially since this is a civil enforcement action per  
 19 PAGA.

20 Accordingly, Defendant must agree to provide a supplemental response with  
 21 substantive responses, including providing putative Class Members last known email  
 22 addresses, absent the foregoing objections. To the extent Defendant asserts any  
 23 privileges, Defendant must provide a privilege log.

### 24 **SPECIAL INTERROGATORY NO. 3:**

25 For each AGGRIEVED EMPLOYEE (As used herein, the term “AGGRIEVED  
 26 EMPLOYEES” means all current or former nonexempt employees who worked in  
 27 California from **September 4, 2018** to the present for the Defendants) employed by  
 28 YOU in California during the PAGA PERIOD (As used herein, “PAGA PERIOD”  
 shall mean from September 4, 2018 through the present), IDENTIFY each  
 AGGRIEVED EMPLOYEE.

**FURTHER RESPONSE TO SPECIAL INTERROGATORY NO. 3:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though set forth herein full. Defendant objects to this interrogatory as vague, ambiguous, and overbroad in that it is unlimited in time, scope, and matter. Defendant objects to the definition of “AGGRIEVED EMPLOYEE” as overbroad and outside the scope of the claims alleged in Plaintiff’s operative Complaint. Defendant objects to Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant also objects to the definition of “PAGA PERIOD” in that it seeks information pertaining to a period of time beyond Defendant’s employment of Plaintiff’s, and/or any purported putative class members. Defendant further objects to this interrogatory on the ground that it violates *Code of Civil Procedure* section 2030.230 as it calls for a compilation, abstract, or summary of or from documents. Furthermore, this interrogatory is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this interrogatory to the extent that it seeks information that is neither relevant to the subject matter of this action, nor reasonably calculated to lead to the discovery of admissible evidence. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this interrogatory to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Defendant further objects to this request as improperly compound. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the circumstances surrounding Plaintiff’s claims in the present action. Accordingly, discovery and investigation is ongoing and continuing and Defendant is presently unable to provide a response to this interrogatory. Defendant agrees to supplement the present response

once resource and accessibility issues have been resolved, and former and/or current employees have permitted release of their private information sought in this interrogatory pursuant to a sanctioned *Belaire-West* notice.

**REASON TO PROVIDE FURTHER RESPONSE TO SPEC. INT. NO. 3**

Please see reasons to provide further response to Special Interrogatory No. 2 above. Moreover, in a PAGA civil enforcement action, in contrast with only a wage and hour class action, a plaintiff-employee has broad standing rights to recover civil PAGA penalties on behalf of all aggrieved employees even if he or she was never negatively affected by the defendant-employer's violation of the Labor Code to which plaintiff-employee seeks PAGA remedies. (*Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745 [plaintiff-employee has standing for her PAGA enforcement action because an aggrieved employee need only suffer one or more of the Labor Code violations and can recover penalties for violations the representative plaintiff did not suffer]; see also *Williams, supra* at 546 [PAGA standing is satisfied by a plaintiff's *allegation* that one or more violations were committed against him or her—the statute requires nothing more].) This is because a PAGA plaintiff is representing the state of California as a quasi-deputy Labor Commissioner. (*Iskanian.*)

**SPECIAL INTERROGATORY NO. 4:**

Please state the total number of CLASS MEMBERS.

**FURTHER RESPONSE TO SPECIAL INTERROGATORY NO. 4:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though set forth herein full. Defendant objects to this interrogatory as vague, ambiguous, and overbroad in that it is unlimited in time, scope, and matter. Defendant objects to the definition of "CLASS MEMBERS" as overbroad and outside the scope of the claims alleged in Plaintiff's operative Complaint. Defendant objects to Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant also objects to the definition of "CLASS PERIOD" in that it seeks information pertaining to a period of time beyond Defendant's employment of Plaintiff's, and/or any purported putative class members. Defendant further objects to

1 this interrogatory on the ground that it violates *Code of Civil Procedure* section  
 2 2030.230 as it calls for a compilation, abstract, or summary of or from documents.  
 3 Furthermore, this interrogatory is argumentative to the extent it requires the adoption  
 4 of an improper assumption. Defendant objects to this interrogatory to the extent that it  
 5 seeks information that is neither relevant to the subject matter of this action, nor  
 6 reasonably calculated to lead to the discovery of admissible evidence. Defendant  
 7 objects to this request to the extent it seeks disclosure of confidential and/or  
 8 proprietary information. Defendant further objects to this interrogatory to the extent  
 9 that it violates the privacy rights of former and/or current employees, and other third  
 10 parties who are not parties to this action, which objection Defendant is obligated to  
 11 assert on their behalf. Defendant further objects to this request as improperly  
 12 compound. Subject to and without waiving the foregoing and general objections,  
 13 Defendant responds as follows: Defendant has been unable to access necessary files  
 14 and records contained at its main office in Morristown, New Jersey, for several  
 15 months because of statewide closures due to COVID-19. In light of the pandemic,  
 16 Defendant has had limited resources and personnel to investigate the circumstances  
 17 surrounding Plaintiff's claims in the present action. Accordingly, discovery and  
 18 investigation is ongoing and continuing and Defendant is presently unable to provide  
 19 a response to this interrogatory. Defendant agrees to supplement the present response  
 20 once resource and accessibility issues have been resolved.

21 **REASON TO PROVIDE FURTHER RESPONSE TO SPEC. INT. NO. 4**

22 Please see reasons to provide further response to Special Interrogatory No. 2  
 23 above. Moreover, this discovery, which only requires a number and nothing more, has  
 24 nothing to do with the asserted objections.

25 **SPECIAL INTERROGATORY NO. 5:**

26 Please state the total number of AGGRIEVED EMPLOYEES.

27 **FURTHER RESPONSE TO SPECIAL INTERROGATORY NO. 5:**

28 Defendant incorporates by reference its Preliminary Statement and General  
 Objections as though set forth herein full. Defendant objects to this interrogatory as  
 vague, ambiguous, and overbroad in that it is unlimited in time, scope, and matter.

Defendant objects to the definition of “CLASS MEMBERS” as overbroad and outside the scope of the claims alleged in Plaintiff’s operative Complaint. Defendant objects to Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant also objects to the definition of “CLASS PERIOD” in that it seeks information pertaining to a period of time beyond Defendant’s employment of Plaintiff’s, and/or any purported putative class members. Defendant further objects to this interrogatory on the ground that it violates *Code of Civil Procedure* section 2030.230 as it calls for a compilation, abstract, or summary of or from documents. Furthermore, this interrogatory is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this interrogatory to the extent that it seeks information that is neither relevant to the subject matter of this action, nor reasonably calculated to lead to the discovery of admissible evidence. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this interrogatory to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Defendant further objects to this request as improperly compound. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the circumstances surrounding Plaintiff’s claims in the present action. Accordingly, discovery and investigation is ongoing and continuing and Defendant is presently unable to provide a response to this interrogatory. Defendant agrees to supplement the present response once resource and accessibility issues have been resolved.

**REASON TO PROVIDE FURTHER RESPONSE TO SPEC. INT. NO. 5**

Please see reasons to provide further response to Special Interrogatory No. 2 above. Moreover, this discovery, which only requires a number and nothing more, has

1 nothing to do with the asserted objections.

2 **SPECIAL INTERROGATORY NO. 6:**

3 Provide the starting and ending day for CLASS MEMBERS' WORKWEEK(S)  
4 (WORKWEEK shall have the same definition as set forth in California Labor Code §  
5 500(b) and shall mean "any seven consecutive days, starting with the same calendar  
6 day each week. "Workweek" is a fixed and regularly recurring period of 168 hours,  
7 seven consecutive 24-hour periods).

8 **FURTHER RESPONSE TO SPECIAL INTERROGATORY NO. 6:**

9 Defendant incorporates by reference its Preliminary Statement and General  
10 Objections as though set forth herein full. Defendant objects to this interrogatory as  
11 vague, ambiguous, and overbroad in that it is unlimited in time, scope, and matter.  
12 Defendant objects to the definition of "CLASS MEMBERS" as overbroad and  
13 outside the scope of the claims alleged in Plaintiff's operative Complaint. Defendant  
14 objects to Defendant further objects on the ground that this request seeks information  
15 protected by the attorney-client privilege and/or the attorney work-product doctrine.  
16 Defendant also objects to the definition of "CLASS PERIOD" in that it seeks  
17 information pertaining to a period of time beyond Defendant's employment of  
18 Plaintiff's, and/or any purported putative class members. Defendant further objects to  
19 this interrogatory on the ground that it violates *Code of Civil Procedure* section  
20 2030.230 as it calls for a compilation, abstract, or summary of or from documents.  
21 Furthermore, this interrogatory is argumentative to the extent it requires the adoption  
22 of an improper assumption. Defendant objects to this interrogatory to the extent that it  
23 seeks information that is neither relevant to the subject matter of this action, nor  
24 reasonably calculated to lead to the discovery of admissible evidence. Defendant  
25 objects to this request to the extent it seeks disclosure of confidential and/or  
26 proprietary information. Defendant further objects to this interrogatory to the extent  
27 that it violates the privacy rights of former and/or current employees, and other third  
28 parties who are not parties to this action, which objection Defendant is obligated to  
assert on their behalf. Defendant further objects to this request as improperly  
compound. Subject to and without waiving the foregoing and general objections,

1 Defendant responds as follows: Defendant has been unable to access necessary files  
 2 and records contained at its main office in Morristown, New Jersey, for several  
 3 months because of statewide closures due to COVID-19. In light of the pandemic,  
 4 Defendant has had limited resources and personnel to investigate the circumstances  
 5 surrounding Plaintiff's claims in the present action. Accordingly, discovery and  
 6 investigation is ongoing and continuing and Defendant is presently unable to provide  
 7 a response to this interrogatory. Defendant agrees to supplement the present response  
 8 once resource and accessibility issues have been resolved.

**REASON TO PROVIDE FURTHER RESPONSE TO SPEC. INT. NO. 6**

9 Please see reasons to provide further response to Special Interrogatory No. 2  
 10 above. Moreover, this discovery, which only requires providing information normally  
 11 readily available to any employer and nothing more, has nothing to do with the  
 12 asserted objections.

**SPECIAL INTERROGATORY NO. 7:**

14 Provide the start and end time for CLASS MEMBERS' WORKDAY(S)  
 15 (WORKDAY shall have the same definition as set forth in California Labor Code  
 16 § 500(a) and shall mean "any consecutive 24-hour period commencing at the same  
 17 time each calendar day").

**FURTHER RESPONSE TO SPECIAL INTERROGATORY NO. 7:**

18 Defendant incorporates by reference its Preliminary Statement and General  
 19 Objections as though set forth herein full. Defendant objects to this interrogatory as  
 20 vague, ambiguous, and overbroad in that it is unlimited in time, scope, and matter.  
 21 Defendant objects to the definition of "CLASS MEMBERS" as overbroad and  
 22 outside the scope of the claims alleged in Plaintiff's operative Complaint. Defendant  
 23 objects to Defendant further objects on the ground that this request seeks information  
 24 protected by the attorney-client privilege and/or the attorney work-product doctrine.  
 25 Defendant also objects to the definition of "CLASS PERIOD" in that it seeks  
 26 information pertaining to a period of time beyond Defendant's employment of  
 27 Plaintiff's, and/or any purported putative class members. Defendant further objects to  
 28 this interrogatory on the ground that it violates *Code of Civil Procedure* section

2030.230 as it calls for a compilation, abstract, or summary of or from documents. Furthermore, this interrogatory is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this interrogatory to the extent that it seeks information that is neither relevant to the subject matter of this action, nor reasonably calculated to lead to the discovery of admissible evidence. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this interrogatory to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Defendant further objects to this request as improperly compound. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing and Defendant is presently unable to provide a response to this interrogatory. Defendant agrees to supplement the present response once resource and accessibility issues have been resolved.

**REASON TO PROVIDE FURTHER RESPONSE TO SPEC. INT. NO. 7**

Please see reasons to provide further response to Special Interrogatory No. 2 above. Moreover, this discovery, which only requires providing information normally readily available to any employer and nothing more, has nothing to do with the asserted objections.

**SPECIAL INTERROGATORY NO. 8:**

Provide the total number of pay periods that CLASS MEMBERS worked when they worked for YOU.

**FURTHER RESPONSE TO SPECIAL INTERROGATORY NO. 8:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though set forth herein full. Defendant objects to this interrogatory as

1 vague, ambiguous, and overbroad in that it is unlimited in time, scope, and matter.  
2 Defendant objects to the definition of “CLASS MEMBERS” as overbroad and  
3 outside the scope of the claims alleged in Plaintiff’s operative Complaint. Defendant  
4 objects to Defendant further objects on the ground that this request seeks information  
5 protected by the attorney-client privilege and/or the attorney work-product doctrine.  
6 Defendant also objects to the definition of “CLASS PERIOD” in that it seeks  
7 information pertaining to a period of time beyond Defendant’s employment of  
8 Plaintiff’s, and/or any purported putative class members. Defendant further objects to  
9 this interrogatory on the ground that it violates *Code of Civil Procedure* section  
10 2030.230 as it calls for a compilation, abstract, or summary of or from documents.  
11 Furthermore, this interrogatory is argumentative to the extent it requires the adoption  
12 of an improper assumption. Defendant objects to this interrogatory to the extent that it  
13 seeks information that is neither relevant to the subject matter of this action, nor  
14 reasonably calculated to lead to the discovery of admissible evidence. Defendant  
15 objects to this request to the extent it seeks disclosure of confidential and/or  
16 proprietary information. Defendant further objects to this interrogatory to the extent  
17 that it violates the privacy rights of former and/or current employees, and other third  
18 parties who are not parties to this action, which objection Defendant is obligated to  
19 assert on their behalf. Defendant further objects to this request as improperly  
20 compound. Subject to and without waiving the foregoing and general objections,  
21 Defendant responds as follows: Defendant has been unable to access necessary files  
22 and records contained at its main office in Morristown, New Jersey, for several  
23 months because of statewide closures due to COVID-19. In light of the pandemic,  
24 Defendant has had limited resources and personnel to investigate the circumstances  
25 surrounding Plaintiff’s claims in the present action. Accordingly, discovery and  
26 investigation is ongoing and continuing and Defendant is presently unable to provide  
27 a response to this interrogatory. Defendant agrees to supplement the present response  
28 once resource and accessibility issues have been resolved.

**REASON TO PROVIDE FURTHER RESPONSE TO SPEC. INT. NO. 8**

Please see reasons to provide further response to Special Interrogatory No. 2

1 above. Moreover, this discovery, which only requires a number and nothing more, has  
 2 nothing to do with the asserted objections.

3 **SPECIAL INTERROGATORY NO. 9:**

4 Provide the total number of pay periods that AGGRIEVED EMPLOYEES  
 5 worked when they worked for YOU.

6 **FURTHER RESPONSE TO SPECIAL INTERROGATORY NO. 9:**

7 Defendant incorporates by reference its Preliminary Statement and General  
 8 Objections as though set forth herein full. Defendant objects to this interrogatory as  
 9 vague, ambiguous, and overbroad in that it is unlimited in time, scope, and matter.  
 10 Defendant objects to the definition of “CLASS MEMBERS” as overbroad and  
 11 outside the scope of the claims alleged in Plaintiff’s operative Complaint. Defendant  
 12 objects to Defendant further objects on the ground that this request seeks information  
 13 protected by the attorney-client privilege and/or the attorney work-product doctrine.  
 14 Defendant also objects to the definition of “CLASS PERIOD” in that it seeks  
 15 information pertaining to a period of time beyond Defendant’s employment of  
 16 Plaintiff’s, and/or any purported putative class members. Defendant further objects to  
 17 this interrogatory on the ground that it violates *Code of Civil Procedure* section  
 18 2030.230 as it calls for a compilation, abstract, or summary of or from documents.  
 19 Furthermore, this interrogatory is argumentative to the extent it requires the adoption  
 20 of an improper assumption. Defendant objects to this interrogatory to the extent that it  
 21 seeks information that is neither relevant to the subject matter of this action, nor  
 22 reasonably calculated to lead to the discovery of admissible evidence. Defendant  
 23 objects to this request to the extent it seeks disclosure of confidential and/or  
 24 proprietary information. Defendant further objects to this interrogatory to the extent  
 25 that it violates the privacy rights of former and/or current employees, and other third  
 26 parties who are not parties to this action, which objection Defendant is obligated to  
 27 assert on their behalf. Defendant further objects to this request as improperly  
 28 compound. Subject to and without waiving the foregoing and general objections,  
 Defendant responds as follows: Defendant has been unable to access necessary files  
 and records contained at its main office in Morristown, New Jersey, for several

1 months because of statewide closures due to COVID-19. In light of the pandemic,  
2 Defendant has had limited resources and personnel to investigate the circumstances  
3 surrounding Plaintiff's claims in the present action. Accordingly, discovery and  
4 investigation is ongoing and continuing and Defendant is presently unable to provide  
5 a response to this interrogatory. Defendant agrees to supplement the present response  
6 once resource and accessibility issues have been resolved.

7 **REASON TO PROVIDE FURTHER RESPONSE TO SPEC. INT. NO. 9**

8 Please see reasons to provide further response to Special Interrogatory No. 2  
9 above. Moreover, this discovery, which only requires a number and nothing more, has  
10 nothing to do with the asserted objections.

11 Dated: September 11, 2021

Law Office of  
Thomas D. Rutledge

12  
13 By: Thomas D. Rutledge  
14 /s/Thomas D. Rutledge  
Attorney for the Plaintiffs, *et al.*

**PROOF OF SERVICE**

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

I, THOMAS D. RUTLEDGE, the undersigned, am employed in the County of San Diego, State of California; I am over the age of 18 and not a party to the within action; my business address is 113 West G Street, Suite 231, San Diego, California 92101.

On September 11, 2021, I served the foregoing document(s) described as:

**PLAINTIFFS' SEPARATE STATEMENT OF ITEMS IN DISPUTE ISO  
PLAINTIFFS' MOTION TO COMPEL DEFENDANT COWORX STAFFING  
SERVICES LLC TO PROVIDE FURTHER RESPONSES TO PLAINTIFFS'  
SPECIAL INTERROGATORY NOS. 2-9 & REQUEST FOR MONETARY  
SANCTIONS**

on the interested parties to this action by placing a copy thereof enclosed in a sealed envelope addressed as follows: **See Attached List.**

☒ (BY MAIL) I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence was deposited with the United States Postal Service this same day in the ordinary course of business at our Firm's office address in San Diego, California.

☒ (BY EMAIL) I served the foregoing document by email to the abovementioned.

☐ (BY PERSONAL SERVICE) I caused such envelope to be delivered by hand to the offices of the above named addressee(s).

☐ (BY FACSIMILE) I caused such documents to be delivered via facsimile to the offices of the addressee(s) at the following facsimile number:

Executed September 11, 2021, at San Diego, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

THOMAS D. RUTLEDGE  
/s/THOMAS D. RUTLEDGE

**SERVICE LIST**

David R. Ongaro, Esquire  
1604 Union Street  
San Francisco, California 94123

Attorneys for Defendants

KEVIN F. WOODALL (SBN 180650)  
**WOODALL LAW OFFICES**  
100 PINE STREET, SUITE 1250  
SAN FRANCISCO, CALIFORNIA 94111  
TELEPHONE: (415) 413-4629  
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KEVIN@KWOODALLLAW.COM

THOMAS D. RUTLEDGE (SBN 200497)  
ATTORNEY-AT-LAW  
113 WEST G STREET, SUITE 231  
SAN DIEGO, CALIFORNIA 92101  
TELEPHONE: (619) 886-7224  
THOMASRUTLEDGELAW@GMAIL.COM

ATTORNEYS FOR PLAINTIFFS, LYSETTE  
GALVEZ AND THOSE SIMILARLY  
SITUATED

**SUPERIOR COURT OF CALIFORNIA**  
**COUNTY OF SAN FRANCISCO**  
**UNLIMITED JURISDICTION**

LYSETTE GALVEZ, INDIVIDUALLY AND  
ON BEHALF OF THOSE SIMILARLY  
SITUATED,

PLAINTIFFS,

v.

COWORX STAFFING SERVICES LLC,  
a Delaware Corporation; MICHAEL  
EPSTEIN, an individual; and DOES 1  
through 10, inclusive,

DEFENDANTS.

CASE No. CGC-19-578983

**DECLARATION OF KEVIN  
WOODALL IN SUPPORT OF  
PLAINTIFF'S MOTION TO COMPEL**

**Date: Oct. 7, 2021**

**Time: 9:00 a.m.**

**Dept: 301 (Discovery)**

Complaint Filed: September 4, 2019

Trial Date: September 6, 2022

1 I, Kevin Woodall, declare and state as follows:

2 1. I am an attorney licensed to practice in the State of California and before this  
3 Court. I am counsel to Plaintiff Lysette Galvez (“Galvez”), the putative Class, the State  
4 of California as a quasi-deputy attorney general and the Aggrieved Employees pursuant  
5 to the Private Attorney General Act, Lab. Code §§ 2699, *et seq.* in the above-captioned  
6 matter. Except as otherwise indicated, I have personal knowledge of the facts set forth in  
7 this declaration.

8 2. On January 21, 2021, Galvez propounded the First Set of Special Interrogatories  
9 and First Set of Document Requests and to Defendant CoWorx Staffing Services LLC  
10 (“CoWorx”). Attached hereto as Exhibits 1 and 2 are true and correct copies of the First  
11 Set of Special Interrogatories and First Set of Document Requests, respectively.

12 3. In July, 2020, after multiple extensions, Defendant provided its deficient responses  
13 to the First Set of Document Requests and First Set of Special Interrogatories. Attached  
14 hereto as Exhibits 3 and 4, respectively, are true and correct copies of CoWorx’s  
15 Responses to the First Set of Special Interrogatories and First Set of Document Requests,  
16 respectively.

17 4. On July 23, 2020, my co-counsel (Thomas D. Rutledge) and I met and conferred  
18 with Defendant’s counsel (Sean Kim) and explained why CoWorx’s responses to the  
19 First Sets of Special Interrogatories and Document Requests were deficient in response to  
20 which Mr. Kim agreed to provide further responses.

21 5. On August 17, 2020, CoWorx provided further responses to Plaintiff’s First Set of  
22 Interrogatories and First Set of Document Requests. Attached hereto as Exhibits 5 and 6  
23 are true and correct copies of CoWorx’s Further Responses to Plaintiff’s First Set of  
24 Interrogatories and First Set of Document Requests, respectively.

25 6. On August 18, 2020, CoWorx agreed to provide an indefinite extension regarding  
26 Galvez’s deadline to file a motion to compel relating to CoWorx’s Responses to the First  
27 Sets of Interrogatories and Document Requests, as the parties agreed to participate in  
28 mediation. Attached hereto as Exhibit 7 is a true and correct copy of an email exchange

1 setting forth the agreed upon indefinite extension.

2 7. The parties also agreed that if there was a failed mediation, CoWorx would  
3 provide the class list, including includes the names, addresses and email addresses of all  
4 putative class members, to an administrator (Phoenix Settlement Administrators) for  
5 purposes of mailing a *Belair West* notice. The parties agreed the class list would be  
6 provided within approximately 72 hours of a failed mediation.

7 8. Although the mediation was originally scheduled to occur in February 2021, the  
8 date was extended to July 17, 2021. After the mediation date, CoWorx requested a two-  
9 week extension for further mediation efforts because its general counsel could not attend  
10 the mediation on July 17<sup>th</sup> due to a family emergency, which Galvez granted. At the end  
11 of the two-week extension, CoWorx did not produce the class list to the administrator.

12 9. In the last few weeks, CoWorx substituted in new attorneys. In the last couple of  
13 weeks, counsel for the parties have met and conferred extensively regarding the class list.  
14 CoWorx's new counsel, David Ongaro, agreed to produce the class list directly to  
15 Galvez's counsel after signing a protective order.

16 10. On August 30, 2021, the parties executed a protective order, but CoWorx  
17 only produced approximately 10 percent of the names and addresses of putative class  
18 members, without email addresses. Galvez's counsel immediately requested the rest of  
19 the class list and email addresses, but CoWorx has not produced it.

20 11. On or about August 30, 2021, my co-counsel (Thomas D. Rutledge) asked  
21 CoWorx's counsel for their availability for a hearing date regarding Galvez's motion to  
22 compel. Mr. Rutledge asked that the availability be provided by September 2, 2021, but  
23 opposing counsel has failed to provide any dates of availability for the hearing to date.

1 I declare under penalty of perjury of the laws of California and the United States that  
2 this statement is true and correct to the best of my knowledge. Executed this 10<sup>th</sup> day of  
3 September, 2021, at Corte Madera, California.

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7 KEVIN WOODALL  
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## EXHIBIT 1

Kevin F. Woodall (SBN 180650)  
Woodall Law Offices  
100 Pine Street, Suite 1250  
San Francisco, California 94111  
Telephone: (415) 413-4629  
Facsimile: (866) 937-4109  
kevin@kwoodalllaw.com

Attorneys for Plaintiff, LYSETTE GALVEZ and those similarly situated

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO  
UNLIMITED JURISDICTION

LYSETTE GALVEZ, individually and on  
behalf of those similarly situated,

Plaintiffs,

vs.

COWORX STAFFING SERVICES LLC, a  
Delaware Corporation; MICHAEL  
EPSTEIN, an individual; and DOES 1  
through 10 inclusive;

Defendants.

) Case No. CGC-19-578983

) Judge: Hon. Garrett L. Wong

) Department: 610

) **PLAINTIFFS' SPECIAL**  
) **INTERROGATORIES TO**  
) **DEFENDANT COWORX STAFFING**  
) **SERVICES LLC (SET ONE)**

) Date Complaint Filed: September 4, 2019

) Trial Date: TBA

) Discovery Cutoff: TBA

1 **PROPOUNDING PARTY: LYSETTE GALVEZ**

2 **RESPONDING PARTY: COWORX STAFFING SERVICES LLC**

3 **SET NUMBER: ONE**

4 **TO DEFENDANT AND ITS ATTORNEY OF RECORD:**

5 Pursuant to California Code of Civil Procedure § 2030.020, Plaintiffs request that  
6 Defendant COWORX STAFFING SERVICES LLC respond, under oath, to the following  
7 set of Specially-Prepared Interrogatories within thirty (30) days.

8 **SPECIAL INTERROGATORIES**

9 **SPECIAL INTERROGATORY NO. 1:**

10 Identify all persons answering or supplying information in answering these  
11 interrogatories.

12 **SPECIAL INTERROGATORY NO. 2:**

13 For each CLASS MEMBER (As used herein, the term “CLASS MEMBERS” means  
14 all current or former nonexempt employees who worked in California from **September 4,**  
15 **2015** to the present for YOU.) (As used herein, “YOU” or “YOUR” shall mean **COWORX**  
16 **STAFFING SERVICES LLC**, and its servants, agents, subsidiaries, parent companies,  
17 partners, including but not limited to any of the named Defendants in this action, employees,  
18 representatives, divisions, attorneys, and anyone else acting on its behalf) employed by  
19 YOU in California during the CLASS PERIOD (As used herein, “CLASS PERIOD” shall  
20 mean from September 4, 2015 through the present), IDENTIFY (As used here, the term  
21 “IDENTIFY” or “IDENTIFYING” shall mean provide the name, home and work address,  
22 work and personal email address, and personal and work telephone number) each CLASS  
23 MEMBER.

24 **SPECIAL INTERROGATORY NO. 3:**

25 For each AGGRIEVED EMPLOYEE (As used herein, the term “AGGRIEVED  
26 EMPLOYEES” means all current or former nonexempt employees who worked in  
27 California from **September 4, 2018** to the present for the Defendants) employed by YOU in  
28 California during the PAGA PERIOD (As used herein, “PAGA PERIOD” shall mean from

September 4, 2018 through the present), IDENTIFY each AGGRIEVED EMPLOYEE.

**SPECIAL INTERROGATORY NO. 4:**

Please state the total number of CLASS MEMBERS.

**SPECIAL INTERROGATORY NO. 5:**

Please state the total number of AGGRIEVED EMPLOYEES.

**SPECIAL INTERROGATORY NO. 6:**

Provide the starting and ending day for CLASS MEMBERS' WORKWEEK(S) (WORKWEEK shall have the same definition as set forth in California Labor Code § 500(b) and shall mean "any seven consecutive days, starting with the same calendar day each week. "Workweek" is a fixed and regularly recurring period of 168 hours, seven consecutive 24-hour periods).

**SPECIAL INTERROGATORY NO. 7:**

Provide the start and end time for CLASS MEMBERS' WORKDAY(S) (WORKDAY shall have the same definition as set forth in California Labor Code § 500(a) and shall mean "any consecutive 24-hour period commencing at the same time each calendar day").

**SPECIAL INTERROGATORY NO. 8:**

Provide the total number of pay periods that CLASS MEMBERS worked when they worked for YOU.

**SPECIAL INTERROGATORY NO. 9:**

Provide the total number of pay periods that AGGRIEVED EMPLOYEES worked when they worked for YOU.

Dated: January 17, 2020

WOODALL LAW OFFICES

By: 

Kevin F. Woodall  
Attorneys for Plaintiffs

**PROOF OF SERVICE**

I, Kevin F. Woodall, am a resident of the State of California and over the age of 18, and not a party to the within action; my business address is 100 Pine Street, Suite 1250, San Francisco, CA 94111.

**ON JANUARY 21, 2020, I CAUSED TO BE SERVED THE DOCUMENT(S) DESCRIBED AS:**

Form Interrogatories-General  
For Interrogatories-Employment Law  
Plaintiff's Special Interrogatories to Defendant Coworx Staffing Services LLC (Set One)  
Plaintiff's Demand for Inspection of Documents to Defendant Coworx Staffing Services LLC (Set One)

on the following interested parties at the following address:

Sean M. Kim  
Ogletree, Deakins, Nash, Smoak & Stewart P.C.  
Park Tower, 695 Town Center Drive, Fifteenth Floor  
Costa Mesa, CA 92626  
Attorneys for Defendant, Coworx Staffing Services, LLC

☒ (BY MAIL) I served the foregoing document(s) by U.S. mail. I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence was deposited with the United States Postal Service this same day in the ordinary course of business at Corte Madera, California.

☐ (BY FACSIMILE) I transmitted via facsimile, the document(s) listed above to the fax number(s) set forth above on this date from Corte Madera, California. The transmitting facsimile machine telephone number is (415) 413-4629.

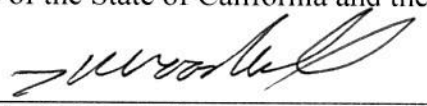
☐ (BY FEDEX GROUND) I served the foregoing document(s) by placing it in a sealed envelope or container provided by Federal Express, affixing a pre-paid air bill for ground delivery, and causing the envelope or container to be delivered to a Federal Express agent or depositing it in a box or other facility regularly maintained by Federal Express.

☐ (BY PERSONAL DELIVERY) I caused to be personally delivered the foregoing document(s) to the individual(s) at the address(es) listed above.

☐ (BY EMAIL and E-SERVICE) I served the foregoing documents by sending them via email to Defendant's counsel listed above. In addition, One Legal electronically served the documents described above on the recipients designated on the Transaction Receipt (Defendant's counsel listed above) located on the One Legal website ([www.onelegal.com](http://www.onelegal.com)) pursuant to the Court's Local Rules authorizing electronic service of the documents.

Executed this January 21, 2020 at Corte Madera, California.

I declare under penalty of perjury under the laws of the State of California and the United States that the above is true and correct.

  
Kevin F. Woodall

PROOF OF SERVICE

## EXHIBIT 2

Kevin F. Woodall (SBN 180650)  
Woodall Law Offices  
100 Pine Street, Suite 1250  
San Francisco, California 94111  
Telephone: (415) 413-4629  
Facsimile: (866) 937-4109  
kevin@kwoodalllaw.com

Attorneys for Plaintiff, LYSETTE GALVEZ and those similarly situated

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO  
UNLIMITED JURISDICTION

LYSETTE GALVEZ, individually and on  
behalf of those similarly situated,

Plaintiffs,

vs.

COWORX STAFFING SERVICES LLC, a  
Delaware Corporation; MICHAEL  
EPSTEIN, an individual; and DOES 1  
through 10 inclusive;

Defendants.

Case No. CGC-19-578983

Judge: Hon. Garrett L. Wong  
Department: 610

**PLAINTIFFS' DEMAND FOR  
INSPECTION OF DOCUMENTS TO  
DEFENDANT COWORX STAFFING  
SERVICES LLC (SET ONE)**

Date Complaint Filed: September 4, 2019  
Trial Date: TBA  
Discovery Cutoff: TBA

1 **PROPOUNDING PARTY: LYSETTE GALVEZ**

2 **RESPONDING PARTY: COWORX STAFFING SERVICES LLC**

3 **SET NUMBER: ONE**

4 Pursuant to § 2031.010, *et seq.* of the California Code of Civil Procedure, Defendant  
5 COWORX STAFFING SERVICES LLC (“Defendant”) is directed to provide documents  
6 responsive to each inspection demand to the office of the attorneys of record for Plaintiffs  
7 within thirty (30) days of service of this document.

8 **I. INSTRUCTIONS**

- 9 A. The documents shall be produced as they are kept in the usual course of  
10 business or shall be organized and labeled to correspond to the paragraph of  
11 the document demand to which they are responsive. If more than one copy of  
12 any document exists, and if as a result of handwritten additions and notations,  
13 or for any other reason, the copies are not identical, each non-identical copy is  
14 a separate document and should be separately identified.
- 15 B. With respect to each document demand to which a claim of privilege is  
16 asserted, contemporaneously with production of a written response to this  
17 demand, produce a privilege log that separately states the following:
- 18 (1) A general description of the document;
- 19 (2) Its date;
- 20 (3) The name, business address and present position of its originator(s)  
21 and/or author(s) and the name, business address and present position of  
22 each recipient or person copied sufficient to establish that the  
23 communication was privileged; and
- 24 (4) The basis of any claim of privilege. If work-product immunity is being  
25 asserted, identify the proceeding for which the document was prepared.
- 26 C. This demand for production calls for all items in the possession of the person  
27 to whom this demand is directed, and any of his/her/its present or former  
28 agents, employees, attorneys, consultants, fiduciaries and all other person(s)

1 acting on his/her/its behalf. This demand requires responding party to produce  
2 all documents that are in her/his/its possession, custody, or control, whether  
3 actual or constructive, including documents that may be in the physical  
4 possession of another entity holding the document on behalf of responding  
5 party, such as a business or a law firm.

6 D. This demand for production calls for production as a separate document any  
7 copy or copies of a document that is or are no longer identical by reason of  
8 notation or modification of any kind whatsoever.

9 E. In the event that any of the demanded documents have been destroyed, lost,  
10 discarded, or otherwise disposed of, all such documents shall be identified as  
11 completely as possible by specifying:

- 12 (1) the date of disposal;
- 13 (2) the manner of disposal;
- 14 (3) reasons for disposal;
- 15 (4) the person authorizing disposal; and
- 16 (5) the person who disposed of the documents.

17 F. If originals are produced, the documents are to be produced in boxes, file  
18 folders or bindings, or other containers in which the documents are ordinarily  
19 kept, the title, labels, or other descriptions on the boxes, file folders, bindings,  
20 or other containers are to be left intact. To the extent that the documents are  
21 responsive, but have been previously provided pursuant to another document  
22 production in this matter, you do not have to produce these documents so long  
23 as you specify the identity of the documents by the bates' number, or if no  
24 such number exists, identify the document(s) by name, date, author, and  
25 subject.

26 G. Unless otherwise specified, the time period covered by this demand shall be  
27 from **September 4, 2015** to the date of production of documents in response to  
28

1 this demand and shall include all documents which relate to such period, even  
2 though prepared or published prior to or subsequent to that period.

3 H. This demand is a continuing demand for all documents described below and  
4 that may hereafter come into the possession, custody, or control of the  
5 responding party.

6 I. Please bates stamp your response.

7 **II. PLAINTIFF'S INSPECTION DEMAND**

8 1. The PLAINTIFF'S complete PERSONNEL FILE. (The term "PLAINTIFF"  
9 shall mean **LYSETTE GALVEZ**) (The term "PERSONNEL FILE" shall mean and include  
10 any and all records maintained either in the normal course of business or for any special  
11 purpose with respect to the application, course of employment, and termination of any  
12 employee of Defendant, and specifically includes applications, disciplinary notices,  
13 performance evaluations, employment histories or summaries, records of residential address  
14 and telephone numbers, termination notices, job assignments or classification records,  
15 compensation, payroll records, background checks, and other similar records. The term  
16 "PERSONNEL FILE" includes, but is not limited to, all writings within the meaning of Labor  
17 Code §§ 226 and 1198.5.)

18 2. All DOCUMENTS evidencing PLAINTIFF'S job duties while she worked for  
19 YOU, including but not limited to performance appraisals or evaluations, commendations,  
20 awards, and/or letters of thanks, background investigations and related disclosure forms,  
21 recognition or appreciation or any other similar DOCUMENTS. (As used herein, "YOU" or  
22 "YOUR" shall mean **COWORX STAFFING SERVICES LLC**, and its servants, agents,  
23 subsidiaries, parent companies, partners, including but not limited to any of the named  
24 Defendants in this action, employees, representatives, divisions, attorneys, and anyone else  
25 acting on its behalf)(As used herein, the terms "DOCUMENT" or "DOCUMENTS" are  
26 used in their customary broad sense and include but are not limited to any kind of written,  
27 typewritten, printed, reproduced, recorded or stored material whatsoever, whether printed,  
28 recorded or stored electronically, magnetically or otherwise, or reproduced by hand,

1 including, but without limitation, notes, memoranda, emails, letters, reports, telegrams, telex  
2 communications, publications, contracts, recordings, transcriptions of recordings and  
3 business records, books of accounts, ledgers, balance sheets, financial statements and all  
4 other financial documents of any kind, diaries, telephone logs, telephone bills, appointment  
5 books, desk calendars, drafts, working papers, routing slips and similar materials and shall  
6 include, without limitation, originals, file copies, and all non-identical duplicates, no matter  
7 how produced, prepared, stored, recorded or reproduced. "DOCUMENT" or  
8 "DOCUMENTS" includes all associated metadata and ELECTRONICALLY STORED  
9 INFORMATION ("ESI") which means all information that is stored in an ELECTRONIC  
10 medium as defined by California Code of Civil Procedure § 2016.020(e). The term  
11 "ELECTRONIC" means "technology having electric, digital, magnetic, wireless, optical,  
12 electromagnetic or similar capabilities as defined in California Code of Civil Procedure §  
13 2016.020(d)." This request is intended to include DOCUMENTS and things which the  
14 Defendant (a) owns in whole or in part, (b) has a right by contract, statute or otherwise to  
15 use, inspect, examine or copy such DOCUMENT on any terms, (c) has an understanding,  
16 express or implied, that it may use, inspect, examine or copy such DOCUMENT on any  
17 terms, or (d) has, as a practical matter, been able to use, inspect, examine or copy such  
18 DOCUMENT when it has sought to do so. Such DOCUMENTS shall include, without  
19 limitation, DOCUMENTS that are in the custody of the Defendant's attorney(s) or other  
20 agents.)

21 3. All DOCUMENTS signed by PLAINTIFF concerning PLAINTIFF'S  
22 employment with YOU as defined by Labor Code § 432 including but not limited to  
23 background investigations and related disclosure forms.

24 4. All DOCUMENTS signed by PLAINTIFF in YOUR possession, custody, or  
25 control.

26 5. The complete contents of any other file or files, other than the PERSONNEL  
27 FILE of PLAINTIFF, concerning the PLAINTIFF while PLAINTIFF worked for YOU.

28 6. All DOCUMENTS explaining PLAINTIFF'S job duties while PLAINTIFF

1 worked for YOU.

2 7. All DOCUMENTS evidencing all sources of compensation, including but not  
3 limited to descriptions of any commission programs, overtime compensation, vacation,  
4 bonus, pension, or retirement plans to which PLAINTIFF was eligible to receive at any time  
5 while PLAINTIFF worked for YOU.

6 8. A full and complete copy of any collective bargaining agreements that  
7 governed PLAINTIFF'S employment.

8 9. All DOCUMENTS evidencing YOUR requirement that PLAINTIFF drive a car  
9 while working for YOU.

10 10. All DOCUMENTS evidencing YOUR requirement that PLAINTIFF had to have  
11 a personal cell phone while working for YOU.

12 11. All DOCUMENTS evidencing YOUR reimbursement policies.

13 12. All DOCUMENTS evidencing any request made by CLASS MEMBERS (As  
14 used herein, the term "CLASS MEMBERS" means all current or former nonexempt  
15 employees who worked in California from **September 4, 2015** to the present for YOU.)  
16 seeking reimbursement for EMPLOYMENT RELATED EXPENSES (The term  
17 "EMPLOYMENT RELATED EXPENSES" shall mean expenses any employee made  
18 toward work related expenses, such as mileage, gas, auto repair, auto insurance, cell phones,  
19 internet, communications devices, etc.) for which YOU did not pay.

20 13. All DOCUMENTS evidencing any payment YOU made to any CLASS  
21 MEMBER for EMPLOYMENT RELATED EXPENSES during the CLASS PERIOD (As  
22 used herein, "CLASS PERIOD" shall mean from September 4, 2015 through the present).

23 14. All procedures, memoranda, employment/personnel manuals or handbooks,  
24 instructional materials, or other DOCUMENTS that evidence YOUR policies and procedures  
25 governing employment conditions of any kind applicable to CLASS MEMBERS during the  
26 CLASS PERIOD.

27 15. All DOCUMENTS evidencing PLAINTIFF'S hours worked while PLAINTIFF  
28 worked for YOU, including but not limited to PLAINTIFF'S time cards/sheets, schedules, pay

1 records, wage and earning statements, evidence of lunch breaks provided, rest periods, etc.

2 16. All PAYROLL INFORMATION (As used herein, the term "PAYROLL  
3 INFORMATION" is defined as including any computerized and machine-readable  
4 databases, reports, and any other type of DOCUMENTS RELATING TO the PLAINTIFFS'  
5 part-time or full-time status, permanent or temporary status, casual and/or permanent hire  
6 dates, work schedules, initial pay rates, any subsequent pay rates or adjustments (including  
7 the dates of such subsequent rates or adjustments), amount and dates of any wages paid,  
8 including whether they were regular or overtime wages, total compensation, hours worked,  
9 and any other fields compiled for YOUR payroll functions, including providing a key for  
10 interpreting any codes used to interpret the data, as well as any DOCUMENTS describing,  
11 explaining or pertaining to the methods and techniques used in compiling, editing,  
12 modifying or updating computer databases, if any, paystubs and W-2's) for the PLAINTIFF.

13 17. All PAYROLL INFORMATION for the CLASS MEMBERS.

14 18. All work schedules identifying the locations (by name and address) at which  
15 PLAINTIFF was present for each workday PLAINTIFF worked during the CLASS  
16 PERIOD, including but not limited to the date and time PLAINTIFF was present at that  
17 location.

18 19. All work schedules identifying the locations (by name and address) at which  
19 CLASS MEMBERS were present for each workday during the CLASS PERIOD, including  
20 but not limited to the date and time each CLASS MEMBER was present at that location.

21 20. All DOCUMENTS, including but not limited to organizational charts or graphs,  
22 describing the chain of authority or command above, of equal level, and below the CLASS  
23 MEMBERS.

24 21. All DOCUMENTS evidencing payments YOU made to PLAINTIFF for mileage  
25 reimbursements.

26 22. All DOCUMENTS identified in YOUR response to PLAINTIFF'S first set of  
27 form interrogatories-employment.

28 23. All DOCUMENTS identified in YOUR response to PLAINTIFF'S first set of

1 form interrogatories-general.

2 24. All DOCUMENTS identified in YOUR response to PLAINTIFF'S first set of  
3 request for admissions.

4 25. All DOCUMENTS identified in YOUR response to PLAINTIFF'S first set of  
5 special interrogatories.

6 26. All DOCUMENTS that support any affirmative defenses YOU have pleaded or  
7 will plead in this action.

8 27. All DOCUMENTS, including but not limited to memoranda, handwritten notes,  
9 letters, correspondence, policies, and policy numbers pertaining to insurance policies that may  
10 cover YOU for damages and/or defense costs related to this action.

11 28. All written COMMUNICATIONS between YOU and PLAINTIFF concerning  
12 or in any way referring to PLAINTIFF during the CLASS PERIOD. (The terms  
13 "COMMUNICATION" or "COMMUNICATIONS" are used in their broadest sense and  
14 include, but are not limited to, any transmittal and/or receipt of information, whether oral,  
15 written, or verbal or nonverbal, whether such was by chance, prearranged, formal or  
16 informal, oral or written, and specifically includes conversations in person, DOCUMENTS,  
17 telephone conversations, telegrams, letters or memoranda, formal statements, press releases,  
18 emails, texts, social media posts, and newspaper articles.)

19 29. All DOCUMENTS evidencing COMMUNICATIONS (whether written, oral or  
20 otherwise) between YOU and any person concerning any of PLAINTIFF'S request(s) for  
21 PLAINTIFF'S PERSONNEL FILE, including but not limited to any voicemail messages or  
22 audio recordings of any kind and this discovery instrument.

23 30. All COMMUNICATIONS including but not limited to e-mails exchanged  
24 between YOU and any person(s) concerning the PLAINTIFF during the CLASS PERIOD.

25 31. All COMMUNICATIONS including but not limited to e-mails exchanged  
26 between YOU and any persons regarding YOUR intent to pay CLASS MEMBERS the  
27 applicable minimum wage rate as required under the local ordinance in which they were  
28 working during the CLASS PERIOD.

1           32. All COMMUNICATIONS including but not limited to e-mails exchanged  
2 between YOU and any of YOUR supervisory and/or managerial employees and their  
3 subordinates concerning YOUR policies regarding CLASS MEMBERS' use of vehicles  
4 during the CLASS PERIOD.

5           33. All COMMUNICATIONS including but not limited to e-mails exchanged  
6 between YOU and any of YOUR supervisory and/or managerial employees and their  
7 subordinates concerning YOUR reimbursement policies during the CLASS PERIOD.

8           34. All COMMUNICATIONS including but not limited to e-mails exchanged  
9 between YOU and any of YOUR supervisory and/or managerial employees and their  
10 subordinates concerning YOUR policies regarding overtime during the CLASS PERIOD.

11           35. All COMMUNICATIONS evidencing requests made by any CLASS  
12 MEMBERS to YOU seeking reimbursement for unpaid wages including but not limited to  
13 mileage, travel, vehicle costs, computer, internet, cell phone, telephone, etc..

14           36. All COMMUNICATIONS evidencing written or recorded statements obtained  
15 from any person concerning any of the allegations contained in PLAINTIFFS' operative  
16 Complaint or, if applicable, the predecessor Complaint.

17           37. All COMMUNICATIONS between YOU and any state or federal (e.g.  
18 Department of Labor) governmental agency regarding claims for unpaid work-related  
19 expenses or unpaid wages including but not limited to mileage expenses.

20           38. All COMMUNICATIONS that evidence complaints, formal or informal, by  
21 any person concerning YOUR failure to pay wages to any of YOUR employees during the  
22 last ten years.

23           39. All COMMUNICATIONS with any person regarding this case or the  
24 allegations contained in PLAINTIFF'S operative Complaint.

25           40. All COMMUNICATIONS evidencing questionnaires or statements, signed or  
26 completed by any of YOUR current or former employees concerning this litigation.

27           41. All DOCUMENTS IDENTIFYING (The term "IDENTIFY" or  
28 "IDENTIFYING" shall mean provide the name, home and work address, work and personal

1 email address, and personal and work telephone number) each person involved in managing  
2 and/or supervising PLAINTIFF'S work during the CLASS PERIOD.

3 42. All DOCUMENTS IDENTIFYING each person involved in managing and/or  
4 supervising any of the CLASS MEMBERS' work during the CLASS PERIOD.

5 43. Any workplace calendar, daily planner, or any other similar DOCUMENT  
6 PLAINTIFF'S supervisor and/or manager maintained containing his or her notes concerning  
7 the PLAINTIFF'S working hours.

8 44. Any workplace calendar, daily planner, or any other similar DOCUMENT  
9 PLAINTIFF'S supervisor and/or manager maintained containing his or her notes concerning  
10 the PLAINTIFF'S work locations.

11 45. All DOCUMENTS that IDENTIFY CLASS MEMBERS.

12 46. Any DOCUMENT(S) that best identifies the number of CLASS MEMBERS  
13 during the CLASS PERIOD.

14 47. Any DOCUMENT(S) that best identifies the number of AGGRIEVED  
15 EMPLOYEES (As used herein, the term "AGGRIEVED EMPLOYEES" means all current  
16 or former nonexempt employees who worked in California from **September 4, 2018** to the  
17 present for the Defendants) during the PAGA PERIOD (As used herein, "PAGA PERIOD"  
18 shall mean from September 5, 2018 through the present).

19 48. Actual copies of all wage and earning statements PLAINTIFF was issued  
20 during PLAINTIFF'S employment with YOU.

21 49. Actual copies of all wage and earning statements CLASS MEMBERS were  
22 issued during the CLASS PERIOD.

23 50. Actual copies of all W-2's PLAINTIFF was issued during PLAINTIFF'S  
24 employment with YOU.

25 51. Actual copies of all W-2's CLASS MEMBERS were issued during the CLASS  
26 PERIOD.

27 52. All DOCUMENTS that refer to any actions or measures taken by YOU to  
28 ensure that CLASS MEMBERS are reimbursed for work related expenses CLASS

1 MEMBERS' incurred during the CLASS PERIOD.

2 53. All DOCUMENTS that evidence any measures taken by YOU during the  
3 CLASS PERIOD to ensure that CLASS MEMBERS are paid for all working hours during  
4 the workday, including but not limited to for commute time, administrative time, and/or  
5 working from home.

6 54. All DOCUMENTS evidencing YOUR TRAINING provided to CLASS  
7 MEMBERS (As used herein, "TRAINING" includes, for example, training provided to  
8 CLASS MEMBERS in the areas of reimbursements for work related expenses incurred by  
9 YOUR employees or reporting worktime regarding their wages.)

10 55. All DOCUMENTS that support YOUR contention that PLAINTIFFS' case  
11 cannot be maintained as a representative action.

12 56. All DOCUMENTS evidencing that YOU included the correct name of the  
13 employer on PLAINTIFF's wage statements during the CLASS PERIOD.

14 Dated: January 17, 2020

WOODALL LAW OFFICES

15  
16 By: 

17 Kevin F. Woodall  
18 Attorneys for Plaintiffs  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**PROOF OF SERVICE**

I, Kevin F. Woodall, am a resident of the State of California and over the age of 18, and not a party to the within action; my business address is 100 Pine Street, Suite 1250, San Francisco, CA 94111.

**ON JANUARY 21, 2020, I CAUSED TO BE SERVED THE DOCUMENT(S) DESCRIBED AS:**

Form Interrogatories-General  
For Interrogatories-Employment Law  
Plaintiff's Special Interrogatories to Defendant Coworx Staffing Services LLC (Set One)  
Plaintiff's Demand for Inspection of Documents to Defendant Coworx Staffing Services LLC (Set One)

on the following interested parties at the following address:

Sean M. Kim  
Ogletree, Deakins, Nash, Smoak & Stewart P.C.  
Park Tower, 695 Town Center Drive, Fifteenth Floor  
Costa Mesa, CA 92626  
Attorneys for Defendant, Coworx Staffing Services, LLC

☒ (BY MAIL) I served the foregoing document(s) by U.S. mail. I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence was deposited with the United States Postal Service this same day in the ordinary course of business at Corte Madera, California.

☐ (BY FACSIMILE) I transmitted via facsimile, the document(s) listed above to the fax number(s) set forth above on this date from Corte Madera, California. The transmitting facsimile machine telephone number is (415) 413-4629.

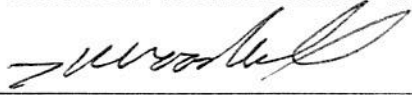
☐ (BY FEDEX GROUND) I served the foregoing document(s) by placing it in a sealed envelope or container provided by Federal Express, affixing a pre-paid air bill for ground delivery, and causing the envelope or container to be delivered to a Federal Express agent or depositing it in a box or other facility regularly maintained by Federal Express.

☐ (BY PERSONAL DELIVERY) I caused to be personally delivered the foregoing document(s) to the individual(s) at the address(es) listed above.

☐ (BY EMAIL and E-SERVICE) I served the foregoing documents by sending them via email to Defendant's counsel listed above. In addition, One Legal electronically served the documents described above on the recipients designated on the Transaction Receipt (Defendant's counsel listed above) located on the One Legal website ([www.onelegal.com](http://www.onelegal.com)) pursuant to the Court's Local Rules authorizing electronic service of the documents.

Executed this January 21, 2020 at Corte Madera, California.

I declare under penalty of perjury under the laws of the State of California and the United States that the above is true and correct.

  
Kevin F. Woodall

PROOF OF SERVICE

## EXHIBIT 3

Patricia A. Matias, CA Bar No. 254125  
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Attorneys for Defendants CoWorx Staffing  
Services LLC and Michael Epstein

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN FRANCISCO**

**UNLIMITED JURISDICTION**

LYSETTE GALVEZ, individually and on behalf  
of those similarly situated,

Plaintiffs,

vs.

COWORX STAFFING SERVICES LLC, a  
Delaware Corporation; MICHAEL EPSTEIN, an  
individual; and DOES 1 through 10, inclusive,

Defendants.

Case No. CGC-19-578983

**DEFENDANT COWORX STAFFING  
SERVICES LLC'S RESPONSE TO  
PLAINTIFF LYSETTE GALVEZ'S  
SPECIAL INTERROGATORIES, SET ONE**

[Assigned for all purposes to The Honorable  
Garrett L. Wong, Dept. 610]

Action Filed: September 4, 2019  
Trial Date: None Set

PROPOUNDING PARTY: Plaintiff LYSETTE GALVEZ

RESPONDING PARTY: Defendant COWORX STAFFING SERVICES LLC

SET NO.: ONE (1)

Defendant COWORX STAFFING SERVICES LLC ("Defendant") hereby responds to  
Plaintiff LYSETTE GALVEZ's ("Plaintiff") Special Interrogatories, Set One, as follows:

**I.**

**PRELIMINARY STATEMENT**

Defendant makes these responses solely for the purpose of this action. Defendant's responses  
to Plaintiff's Special Interrogatories ("Interrogatories") are made to the best of Defendant's present

1 knowledge, information and belief. The responses are at all times subject to such additional or  
2 different information as discovery or further investigation may disclose and, while based on the  
3 present state of Defendant's recollection, are subject to such refreshing of recollection, and such  
4 additional knowledge of fact, as may result from Defendant's further discovery and/or investigation.  
5 Defendant reserves the right to make any use of, or to introduce at any hearing or trial, information  
6 and/or documents responsive to the Interrogatories discovered subsequent to the date of this  
7 response, including, but not limited to, any such documents or information obtained in discovery  
8 herein.

9 Any information provided in response to these Interrogatories is subject to any and all  
10 objections regarding competence, relevance, materiality, propriety and admissibility. Defendant  
11 reserves these objections and any other objections not stated herein that would require the exclusion  
12 of any information, if such information is offered as evidence at any time during this action.  
13 Defendant may interpose these objections at any time prior to and during the trial of this case.  
14 Defendant reserves the right to object on any ground at any time to such other or supplemental  
15 interrogatories as Plaintiff may at any time propound involving or relating to the subject matter of  
16 the Interrogatories.

17 Defendant makes no incidental or implied admissions by these responses. Accordingly,  
18 Plaintiff shall not construe Defendant's response or objection to any Interrogatory as Defendant's  
19 admission that it accepts or admits the existence of any facts assumed by the Interrogatory, and  
20 Plaintiff shall not construe Defendant's response or objection as admissible evidence of any such  
21 assumed facts.

## 22 II.

### 23 GENERAL OBJECTIONS

24 1. Defendant objects to each Interrogatory that calls for information protected from  
25 disclosure by the attorney-client privilege and/or the attorney work-product doctrine. Defendant will  
26 not provide any such privileged or protected information in response to any Interrogatory that seeks  
27 it.

28 ///

2. Defendant objects to each Interrogatory that seeks confidential or private information regarding individuals who are not parties to this action, the disclosure of which would violate those individuals' right to privacy established and protected by the California Constitution.

3. Defendant objects to each Interrogatory that seeks the disclosure of confidential, proprietary, or competitively sensitive information of Defendant and/or any parent or subsidiary of any Defendant in this action.

4. Defendant objects to each Interrogatory that seeks information beyond the applicable statutes of limitations period.

5. Defendant objects to each Interrogatory that imposes upon Defendant requirements exceeding those set forth in the Code of Civil Procedure.

6. Defendant objects to each Interrogatory to the extent that it is overbroad, burdensome and oppressive, and the information requested is not reasonably available without undue burden and/or expense.

7. Defendant objects to each Interrogatory to the extent it seeks information concerning individuals whom Defendant cannot adequately represent in a class, collective, or representative action.

8. Defendant objects to each Interrogatory to the extent it is overly broad as to the time period and/or the scope of this litigation.

9. Defendant has not fully completed its investigation of the facts relating to this case, has not completed discovery in this action, and has not completed preparation for trial. Furthermore, the COVID-19 pandemic has had a dramatic impact on Defendant's business operations and severely limited its' ability to dedicate resources into investigating circumstances surrounding Plaintiff's claims, as well as accessing necessary records and files of Defendant that are located in its' main office in New Jersey that was subject to statewide closure for several months. Therefore, Defendant's responses are based on its knowledge, information and belief at this time. It is anticipated that further discovery, independent investigation, legal research and analysis will supply additional facts and documents, add meaning to known facts or documents, as well as establish entirely new factual conclusions and legal contentions, all of which may lead to substantial additions to, changes in, and

variations from the facts, admissions and denials herein set forth. The responses contained herein are made in good faith, but should in no way be to the prejudice of Defendant in relation to further discovery, research or analysis.

The foregoing Preliminary Statement and General Objections are incorporated by reference into each response stated below as though fully set forth in the response, regardless of whether the Preliminary Statement or General Objections are repeated therein. Plaintiff shall not construe Defendant's response or objection to any Interrogatory as a waiver to that Interrogatory by Defendant of any part of the foregoing Preliminary Statement, General Objections or any other objections reserved herein by Defendant.

### III.

#### **SPECIAL INTERROGATORIES AND RESPONSES**

##### **SPECIAL INTERROGATORY NO. 1:**

Identify all persons answering or supplying information in answering these interrogatories.

##### **RESPONSE TO SPECIAL INTERROGATORY NO. 1:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to the interrogatory on the grounds that the term "identify" is vague and ambiguous in that it is undefined. Defendant objects to this interrogatory on the basis that it is overly broad, unduly burdensome, and oppressive. Defendant further objects to this interrogatory on the basis that it seeks information that is beyond the permissible scope of discovery set forth in *Code of Civil Procedure* section 2017.010. Defendant further objects that this interrogatory has been propounded solely to harass and annoy in that it is duplicative of Form Interrogatories-General No. 1.1 concurrently propounded herewith by Plaintiff on Defendant. Defendant also objects to this interrogatory as burdensome and harassing in that Plaintiff's counsel has been advised of Defendant's ongoing inability to access necessary files and records contained at its' main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing. Subject to and without

1 waiving the foregoing and general objections, Defendant responds as follows based on its current  
 2 knowledge, information, and belief: Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

3 **SPECIAL INTERROGATORY NO. 2:**

4 For each CLASS MEMBER (As used herein, the term “CLASS MEMBERS” means all  
 5 current or former nonexempt employees who worked in California from **September 4, 2015** to the  
 6 present for YOU.) (As used herein, “YOU” or “YOUR” shall mean **COWORX STAFFING**  
 7 **SERVICES LLC**, and its servants, agents, subsidiaries, parent companies, partners, including but  
 8 not limited to any of the named Defendants in this action, employees, representatives, divisions,  
 9 attorneys, and anyone else acting on its behalf) employed by YOU in California during the CLASS  
 10 PERIOD (As used herein, “CLASS PERIOD” shall mean from September 4, 2015 through the  
 11 present), IDENTIFY (As used here, the term “IDENTIFY” or “IDENTIFYING” shall mean provide  
 12 the name, home and work address, work and personal email address, and personal and work  
 13 telephone number) each CLASS MEMBER.

14 **RESPONSE TO SPECIAL INTERROGATORY NO. 2:**

15 Defendant incorporates by reference its Preliminary Statement and General Objections as  
 16 though set forth herein full. Defendant objects to this interrogatory as vague, ambiguous, and  
 17 overbroad in that it is unlimited in time, scope, and matter. Defendant objects to the definition of  
 18 “CLASS MEMBERS” as overbroad and outside the scope of the claims alleged in Plaintiff’s  
 19 operative Complaint. Defendant further objects on the ground that this request  
 20 seeks information protected by the attorney-client privilege and/or the attorney work-product  
 21 doctrine. Defendant also objects to the definition of “CLASS PERIOD” in that it seeks information  
 22 pertaining to a period of time beyond Defendant’s employment of Plaintiff’s, and/or any purported  
 23 putative class members. Defendant further objects to this interrogatory on the ground that it violates  
 24 *Code of Civil Procedure* section 2030.230 as it calls for a compilation, abstract, or summary of or  
 25 from documents. Furthermore, this interrogatory is argumentative to the extent it requires the  
 26 adoption of an improper assumption. Defendant objects to this interrogatory to the extent that it  
 27 seeks information that is neither relevant to the subject matter of this action, nor reasonably  
 28 calculated to lead to the discovery of admissible evidence. Defendant objects to this request to the

1 extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects  
 2 to this interrogatory to the extent that it violates the privacy rights of former and/or current  
 3 employees, and other third parties who are not parties to this action, which objection Defendant is  
 4 obligated to assert on their behalf. Defendant further objects to this request as improperly compound.  
 5 Defendant also objects to this interrogatory as burdensome and harassing in that Plaintiff's counsel  
 6 has been advised of Defendant's ongoing inability to access necessary files and records contained at  
 7 its' main office in Morristown, New Jersey, for several months because of statewide closures due to  
 8 COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate  
 9 resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present  
 10 action. Accordingly, discovery and investigation is ongoing and continuing.

11 **SPECIAL INTERROGATORY NO. 3:**

12 For each AGGRIEVED EMPLOYEE (As used herein, the term "AGGRIEVED  
 13 EMPLOYEES" means all current or former nonexempt employees who worked in California from  
 14 **September 4, 2018** to the present for the Defendants) employed by YOU in California during the  
 15 PAGA PERIOD (As used herein, "PAGA PERIOD" shall mean from September 4, 2018 through  
 16 the present), IDENTIFY each AGGRIEVED EMPLOYEE.

17 **RESPONSE TO SPECIAL INTERROGATORY NO. 3:**

18 Defendant incorporates by reference its Preliminary Statement and General Objections as  
 19 though set forth herein full. Defendant objects to this interrogatory on the basis that it is overly broad,  
 20 unduly burdensome and oppressive. Defendant objects to the definition of "AGGRIEVED  
 21 EMPLOYEES" as overbroad and outside the scope of the claims alleged in Plaintiff's operative  
 22 Complaint. Defendant objects to Defendant further objects on the ground that this request seeks  
 23 information protected by the attorney-client privilege and/or the attorney work-product doctrine.  
 24 Defendant also objects to the definition of "CLASS PERIOD" in that it seeks information pertaining  
 25 to a period of time beyond Defendant's employment of Plaintiff's, and/or any purported aggrieved  
 26 employees. Defendant further objects to this interrogatory on the ground that it violates *Code of Civil*  
 27 *Procedure* section 2030.230 as it calls for a compilation, abstract, or summary of or from documents.  
 28 Furthermore, this interrogatory is argumentative to the extent it requires the adoption of an improper

assumption. Defendant objects to this interrogatory to the extent that it seeks information that is neither relevant to the subject matter of this action, nor reasonably calculated to lead to the discovery of admissible evidence. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this interrogatory to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Defendant further objects to this request as improperly compound. Defendant further objects that to the extent that Plaintiff improperly seeks information subject to sequencing pursuant to *Code of Civil Procedure* section 2019.020(b). (See *Williams v. Superior Court* (2017) 3 Cal. 5th 531, 552). Defendant also objects to this interrogatory as burdensome and harassing in that Plaintiff's counsel has been advised of Defendant's ongoing inability to access necessary files and records contained at its' main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

**SPECIAL INTERROGATORY NO. 4:**

Please state the total number of CLASS MEMBERS.

**RESPONSE TO SPECIAL INTERROGATORY NO. 4:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though set forth herein full. Defendant objects to this interrogatory as vague, ambiguous, and overbroad in that it is unlimited in time, scope, and matter. Defendant objects to the definition of "CLASS MEMBERS" as overbroad and outside the scope of the claims alleged in Plaintiff's operative Complaint. Defendant objects to Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this interrogatory on the ground that it violates *Code of Civil Procedure* section 2030.230 as it calls for a compilation, abstract, or summary of or from documents. Furthermore, this interrogatory is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this interrogatory to the extent that it seeks information that is

neither relevant to the subject matter of this action, nor reasonably calculated to lead to the discovery of admissible evidence. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this interrogatory to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Defendant further objects to this request as improperly compound. Furthermore, Defendant objects that the putative class is not presently ascertainable in light of Plaintiff's improper definition contained herein. Defendant also objects to this interrogatory as burdensome and harassing in that Plaintiff's counsel has been advised of Defendant's ongoing inability to access necessary files and records contained at its' main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

**SPECIAL INTERROGATORY NO. 5:**

Please state the total number of AGGRIEVED EMPLOYEES.

**RESPONSE TO SPECIAL INTERROGATORY NO. 5:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though set forth herein full. Defendant objects to this interrogatory as vague, ambiguous, and overbroad in that it is unlimited in time, scope, and matter. Defendant objects to the definition of "AGGRIEVED EMPLOYEES" as overbroad and outside the scope of the claims alleged in Plaintiff's operative Complaint. Defendant objects to Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this interrogatory on the ground that it violates *Code of Civil Procedure* section 2030.230 as it calls for a compilation, abstract, or summary of or from documents. Furthermore, this interrogatory is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this interrogatory to the extent that it seeks information that is neither relevant to the subject matter of this action, nor reasonably calculated to lead to the

discovery of admissible evidence. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this interrogatory to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Defendant further objects to this request as improperly compound. Defendant further objects that to the extent that Plaintiff improperly seeks information subject to sequencing pursuant to *Code of Civil Procedure* section 2019.020(b). (See *Williams v. Superior Court* (2017) 3 Cal. 5th 531, 552). Furthermore, Defendant objects that the number of aggrieved employees is not presently ascertainable in light of Plaintiff's improper definition contained herein. Defendant also objects to this interrogatory as burdensome and harassing in that Plaintiff's counsel has been advised of Defendant's ongoing inability to access necessary files and records contained at its' main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

**SPECIAL INTERROGATORY NO. 6:**

Provide the starting and ending day for CLASS MEMBERS' WORKWEEK(S) (WORKWEEK shall have the same definition as set forth in California Labor Code § 500(b) and shall mean "any seven consecutive days, starting with the same calendar day each week. "Workweek" is a fixed and regularly recurring period of 168 hours, seven consecutive 24-hour periods).

**RESPONSE TO SPECIAL INTERROGATORY NO. 6:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though set forth herein full. Defendant objects to this interrogatory as vague, ambiguous, and overbroad in that it is unlimited in time, scope, and matter. Defendant objects to the definition of "CLASS MEMBERS" as overbroad and outside the scope of the claims alleged in Plaintiff's operative Complaint. Defendant objects to Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product

doctrine. Defendant further objects to this interrogatory on the ground that it violates *Code of Civil Procedure* section 2030.230 as it calls for a compilation, abstract, or summary of or from documents. Furthermore, this interrogatory is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this interrogatory to the extent that it seeks information that is neither relevant to the subject matter of this action, nor reasonably calculated to lead to the discovery of admissible evidence. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this interrogatory to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Defendant further objects to this request as improperly compound. Furthermore, Defendant objects that the putative class is not presently ascertainable in light of Plaintiff's improper definition contained herein. Defendant also objects to this interrogatory as burdensome and harassing in that Plaintiff's counsel has been advised of Defendant's ongoing inability to access necessary files and records contained at its' main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

**SPECIAL INTERROGATORY NO. 7:**

Provide the start and end time for CLASS MEMBERS' WORKDAY(S) (WORKDAY shall have the same definition as set forth in California Labor Code § 500(a) and shall mean "any consecutive 24-hour period commencing at the same time each calendar day").

**RESPONSE TO SPECIAL INTERROGATORY NO. 7:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though set forth herein full. Defendant objects to this interrogatory as vague, ambiguous, and overbroad in that it is unlimited in time, scope, and matter. Defendant objects to the definition of "CLASS MEMBERS" as overbroad and outside the scope of the claims alleged in Plaintiff's operative Complaint. Defendant objects to Defendant further objects on the ground that this request

1 seeks information protected by the attorney-client privilege and/or the attorney work-product  
 2 doctrine. Defendant further objects to this interrogatory on the ground that it violates *Code of Civil*  
 3 *Procedure* section 2030.230 as it calls for a compilation, abstract, or summary of or from documents.  
 4 Furthermore, this interrogatory is argumentative to the extent it requires the adoption of an improper  
 5 assumption. Defendant objects to this interrogatory to the extent that it seeks information that is  
 6 neither relevant to the subject matter of this action, nor reasonably calculated to lead to the discovery  
 7 of admissible evidence. Defendant objects to this request to the extent it seeks disclosure of  
 8 confidential and/or proprietary information. Defendant further objects to this interrogatory to the  
 9 extent that it violates the privacy rights of former and/or current employees, and other third parties  
 10 who are not parties to this action, which objection Defendant is obligated to assert on their behalf.  
 11 Defendant further objects to this request as improperly compound. Furthermore, Defendant objects  
 12 that the putative class is not presently ascertainable in light of Plaintiff's improper definition  
 13 contained herein. Defendant also objects to this interrogatory as burdensome and harassing in that  
 14 Plaintiff's counsel has been advised of Defendant's ongoing inability to access necessary files and  
 15 records contained at its' main office in Morristown, New Jersey, for several months because of  
 16 statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having  
 17 limited ability to dedicate resources and personnel to investigate the circumstances surrounding  
 18 Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and  
 19 continuing.

20 **SPECIAL INTERROGATORY NO. 8:**

21 Provide the total number of pay periods that CLASS MEMBERS worked when they worked  
 22 for YOU.

23 **RESPONSE TO SPECIAL INTERROGATORY NO. 8:**

24 Defendant incorporates by reference its Preliminary Statement and General Objections as  
 25 though set forth herein full. Defendant objects to this interrogatory as vague, ambiguous, and  
 26 overbroad in that it is unlimited in time, scope, and matter. Defendant objects to the definition of  
 27 "CLASS MEMBERS" as overbroad and outside the scope of the claims alleged in Plaintiff's  
 28 operative Complaint. Defendant objects to Defendant further objects on the ground that this request

1 seeks information protected by the attorney-client privilege and/or the attorney work-product  
 2 doctrine. Defendant further objects to this interrogatory on the ground that it violates *Code of Civil*  
 3 *Procedure* section 2030.230 as it calls for a compilation, abstract, or summary of or from documents.  
 4 Furthermore, this interrogatory is argumentative to the extent it requires the adoption of an improper  
 5 assumption. Defendant objects to this interrogatory to the extent that it seeks information that is  
 6 neither relevant to the subject matter of this action, nor reasonably calculated to lead to the discovery  
 7 of admissible evidence. Defendant objects to this request to the extent it seeks disclosure of  
 8 confidential and/or proprietary information. Defendant further objects to this interrogatory to the  
 9 extent that it violates the privacy rights of former and/or current employees, and other third parties  
 10 who are not parties to this action, which objection Defendant is obligated to assert on their behalf.  
 11 Defendant further objects to this request as improperly compound. Furthermore, Defendant objects  
 12 that the putative class is not presently ascertainable in light of Plaintiff's improper definition  
 13 contained herein. Defendant also objects to this interrogatory as burdensome and harassing in that  
 14 Plaintiff's counsel has been advised of Defendant's ongoing inability to access necessary files and  
 15 records contained at its' main office in Morristown, New Jersey, for several months because of  
 16 statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having  
 17 limited ability to dedicate resources and personnel to investigate the circumstances surrounding  
 18 Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and  
 19 continuing.

20 **SPECIAL INTERROGATORY NO. 9:**

21 Provide the total number of pay periods that AGGRIEVED EMPLOYEES worked when they  
 22 worked for YOU.

23 **RESPONSE TO SPECIAL INTERROGATORY NO. 9:**

24 Defendant incorporates by reference its Preliminary Statement and General Objections as  
 25 though set forth herein full. Defendant objects to this interrogatory as vague, ambiguous, and  
 26 overbroad in that it is unlimited in time, scope, and matter. Defendant objects to the definition of  
 27 "AGGRIEVED EMPLOYEES" as overbroad and outside the scope of the claims alleged in  
 28 Plaintiff's operative Complaint. Defendant objects to Defendant further objects on the ground that

1 this request seeks information protected by the attorney-client privilege and/or the attorney work-  
2 product doctrine. Defendant further objects to this interrogatory on the ground that it violates *Code*  
3 *of Civil Procedure* section 2030.230 as it calls for a compilation, abstract, or summary of or from  
4 documents. Furthermore, this interrogatory is argumentative to the extent it requires the adoption of  
5 an improper assumption. Defendant objects to this interrogatory to the extent that it seeks information  
6 that is neither relevant to the subject matter of this action, nor reasonably calculated to lead to the  
7 discovery of admissible evidence. Defendant objects to this request to the extent it seeks disclosure  
8 of confidential and/or proprietary information. Defendant further objects to this interrogatory to the  
9 extent that it violates the privacy rights of former and/or current employees, and other third parties  
10 who are not parties to this action, which objection Defendant is obligated to assert on their behalf.  
11 Defendant further objects to this request as improperly compound. Defendant further objects that to  
12 the extent that Plaintiff improperly seeks information subject to sequencing pursuant to *Code of Civil*  
13 *Procedure* section 2019.020(b). (See *Williams v. Superior Court* (2017) 3 Cal. 5th 531, 552).  
14 Furthermore, Defendant objects that the number of aggrieved employees is not presently  
15 ascertainable in light of Plaintiff's improper definition contained herein. Defendant also objects to  
16 this interrogatory as burdensome and harassing in that Plaintiff's counsel has been advised of  
17 Defendant's ongoing inability to access necessary files and records contained at its' main office in  
18 Morristown, New Jersey, for several months because of statewide closures due to COVID-19.  
19 Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and  
20 personnel to investigate the circumstances surrounding Plaintiff's claims in the present action.  
21 Accordingly, discovery and investigation is ongoing and continuing.

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24 ///

1 DATED: July 17, 2020

2 OGLETREE, DEAKINS, NASH, SMOAK &  
3 STEWART, P.C.

4  
5 By: 

6 Patricia A. Matias  
7 Sean M. Kim

8 Attorneys for Defendants CoWorx Staffing  
9 Services LLC and Michael Epstein  
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Galvez - CoWorx  
Staffing s

**VERIFICATION**

*Galvez, et al. v. CoWorx Staffing Services, LLC, et al.*  
**CASE NO.: CGC-19-578983**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN FRANCISCO**

I, Robert DiMartino, under penalty of perjury, declare as follows:

I am the Chief Human Resources Officer of CoWorx Staffing Services, LLC, a party to this action. I am authorized to make this verification for, and on behalf of, CoWorx Staffing Services, LLC, and I make this verification for that reason. I have read the foregoing **DEFENDANT COWORX STAFFING SERVICES LLC'S RESPONSE TO PLAINTIFF LYSETTE GALVEZ'S SPECIAL INTERROGATORIES, SET ONE** and know its contents.

I am informed and believe that the facts stated in the foregoing responses are within the knowledge of CoWorx Staffing Services, LLC, but not entirely within my personal knowledge, that there is not one agent or officer of CoWorx Staffing Services, LLC, who has personal knowledge of all such facts, and that the facts stated herein have been assembled by authorized agents and counsel of CoWorx Staffing Services, LLC.

The responses are based upon and therefore necessarily limited by the records and information still in existence, presently recollected, and thus far discovered in the course of preparing these responses. Consequently, CoWorx Staffing Services, LLC reserves the right to make changes to these responses if it appears at any time that inadvertent errors or omissions have been made.

I declare under penalty of perjury under the laws of the State of California and of the United States of America that the foregoing is true and correct.

Executed this 17th day of July, 2020, at Morristown, New Jersey.



Robert DiMartino

**PROOF OF SERVICE**

*Lysette Galvez v. CoWorx Staffing Services LLC, et al.*  
Case No. CGC-19-578983

I am and was at all times herein mentioned over the age of 18 years and not a party to the action in which this service is made. At all times herein mentioned I have been employed in the County of Orange in the office of a member of the bar of this court at whose direction the service was made. My business address is Park Tower, Fifteenth Floor, 695 Town Center Drive, Costa Mesa, CA 92626.

On July 17, 2020, I served the following document(s):

**DEFENDANT COWORX STAFFING SERVICES LLC'S RESPONSE TO PLAINTIFF  
LYSETTE GALVEZ'S SPECIAL INTERROGATORIES, SET ONE**

by placing ☐ (the original) ☒ (a true copy thereof) in a sealed envelope addressed as stated on the attached service list.

☐ **BY MAIL:** I placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with the practice of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.'s practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

☒ **BY MAIL:** I deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid at Park Tower, Fifteenth Floor, 695 Town Center Drive, Costa Mesa, CA 92626.

☐ **BY OVERNIGHT DELIVERY:** I placed the sealed envelope(s) or package(s) designated by the express service carrier for collection and overnight delivery by following the ordinary business practices of Ogletree, Deakins, Nash, Smoak & Stewart P.C., Costa Mesa, California. I am readily familiar with Ogletree, Deakins, Nash, Smoak & Stewart P.C.'s practice for collecting and processing of correspondence for overnight delivery, said practice being that, in the ordinary course of business, correspondence for overnight delivery is deposited with delivery fees paid or provided for at the carrier's express service offices for next-day delivery.

☐ **BY MESSENGER SERVICE:** (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents in an envelope or package clearly labeled to identify the attorney being served with a receptionist or an individual in charge of the office. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not less than 18 years of age between the hours of eight in the morning and six in the evening.

☐ **BY FACSIMILE** by transmitting a facsimile transmission a copy of said document(s) to the following addressee(s) at the following number(s), in accordance with:

☐ the written confirmation of counsel in this action:

☐ [State Court motion, opposition, or reply only] Code of Civil Procedure section 1005(b):

☒ **BY E-MAIL OR ELECTRONIC TRANSMISSION:** Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the

documents to be sent to the person(s) at the e-mail addresses listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **(State)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on July 17, 2020, at Costa Mesa, California.

  
Sean M. Kim

**SERVICE LIST**

Kevin F. Woodall, Esq.  
WOODALL LAW OFFICES  
100 Pine Street, Suite 1250  
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Attorneys for Plaintiff  
Lysette Galvez and those similarly situated

41763376.1

## EXHIBIT 4

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Facsimile: 714-754-1298

Attorneys for Defendants CoWorx Staffing  
Services LLC and Michael Epstein

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN FRANCISCO**

**UNLIMITED JURISDICTION**

LYSETTE GALVEZ, individually and on behalf  
of those similarly situated,

Plaintiffs,

vs.

COWORX STAFFING SERVICES LLC, a  
Delaware Corporation; MICHAEL EPSTEIN, an  
individual; and DOES 1 through 10, inclusive,

Defendants.

Case No. CGC-19-578983

**DEFENDANT COWORX STAFFING  
SERVICES LLC'S RESPONSE TO  
PLAINTIFF LYSETTE GALVEZ'S  
DEMAND FOR INSPECTION OF  
DOCUMENTS, SET ONE**

[Assigned for all purposes to The Honorable  
Garrett L. Wong, Dept. 610]

Action Filed: September 4, 2019  
Trial Date: None Set

PROPOUNDING PARTY: Plaintiff LYSETTE GALVEZ

RESPONDING PARTY: Defendant COWORX STAFFING SERVICES LLC

SET NO.: ONE (1)

Defendant COWORX STAFFING SERVICES LLC ("Defendant") hereby responds to  
Plaintiff LYSETTE GALVEZ's ("Plaintiff") Demand for Inspection of Documents, Set One, as  
follows:

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I.

**PRELIMINARY STATEMENT**

Defendant makes these responses solely for the purpose of this action. Defendant's responses to Plaintiff's Demand for Inspection of Documents ("Demand") are made to the best of Defendant's present knowledge, information and belief. The responses are at all times subject to such additional or different information as discovery or further investigation may disclose and, while based on the present state of Defendant's recollection, are subject to such refreshing of recollection, and such additional knowledge of fact, as may result from Defendant's further discovery and/or investigation. Defendant reserves the right to make any use of, or to introduce at any hearing or trial, information and/or documents responsive to the Demands discovered subsequent to the date of this response, including, but not limited to, any such documents or information obtained in discovery herein.

Any information provided in response to these Demands is subject to any and all objections regarding competence, relevance, materiality, propriety and admissibility. Defendant reserves these objections and any other objections not stated herein that would require the exclusion of any information, if such information is offered as evidence at any time during this action. Defendant may interpose these objections at any time prior to and during the trial of this case. Defendant reserves the right to object on any ground at any time to such other or supplemental Demands as Plaintiff may at any time propound involving or relating to the subject matter of the Demands.

Defendant makes no incidental or implied admissions by these responses. Accordingly, Plaintiff shall not construe Defendant's response or objection to any Demand as Defendant's admission that it accepts or admits the existence of any facts assumed by the Demand, and Plaintiff shall not construe Defendant's response or objection as admissible evidence of any such assumed facts.

II.

**GENERAL OBJECTIONS**

1. Defendant objects to each Demand that calls for information protected from disclosure by the attorney-client privilege and/or the attorney work-product doctrine. Defendant will not provide any such privileged or protected information in response to any Demand that seeks it.

2. Defendant objects to each Demand that seeks confidential or private information regarding individuals who are not parties to this action, the disclosure of which would violate those individuals' right to privacy established and protected by the California Constitution.

3. Defendant objects to each Demand that seeks the disclosure of confidential, proprietary, or competitively sensitive information of Defendant and/or any parent or subsidiary of any Defendant in this action.

4. Defendant objects to each Demand that seeks information beyond the applicable statutes of limitations period.

5. Defendant objects to each Demand that imposes upon Defendant requirements exceeding those set forth in the Code of Civil Procedure.

6. Defendant objects to each Demand to the extent that it is overbroad, burdensome and oppressive, and the information Demanded is not reasonably available without undue burden and/or expense.

7. Defendant objects to each Demand to the extent it seeks information concerning individuals whom Defendant cannot adequately represent in a class, collective, or representative action.

8. Defendant objects to each Demand to the extent it fails to identify with reasonable particularity the type of documents sought from Defendant.

9. Defendant objects to each Demand to the extent it is overly broad as to the time period and/or the scope of this litigation.

10. Defendant has not fully completed its investigation of the facts relating to this case, has not completed discovery in this action, and has not completed preparation for trial. Furthermore, the COVID-19 pandemic has had a dramatic impact on Defendant's business operations and severely limited its' ability to dedicate resources into investigating circumstances surrounding Plaintiff's claims, as well as accessing necessary records and files of Defendant that are located in its' main office in New Jersey that was subject to statewide closure for several months. Therefore, Defendant's responses are based on its knowledge, information and belief at this time. It is anticipated that further discovery, independent investigation, legal research and analysis will supply additional facts and

documents, add meaning to known facts or documents, as well as establish entirely new factual conclusions and legal contentions, all of which may lead to substantial additions to, changes in, and variations from the facts, admissions and denials herein set forth. The responses contained herein are made in good faith, but should in no way be to the prejudice of Defendant in relation to further discovery, research or analysis.

The foregoing Preliminary Statement and General Objections are incorporated by reference into each response stated below as though fully set forth in the response, regardless of whether the Preliminary Statement or General Objections are repeated therein. Plaintiff shall not construe Defendant's response or objection to any Demand as a waiver to that Demand by Defendant of any part of the foregoing Preliminary Statement, General Objections or any other objections reserved herein by Defendant.

### III.

#### **DEMANDS FOR INSPECTION AND RESPONSES**

##### **DEMAND FOR INSPECTION NO. 1:**

The PLAINTIFF'S complete PERSONNEL FILE. (The term "PLAINTIFF" shall mean **LYSETTE GALVEZ**) (The term "PERSONNEL FILE" shall mean and include any and all records maintained either in the normal course of business or for any special purpose with respect to the application, course of employment, and termination of any employee of Defendant, and specifically includes applications, disciplinary notices, performance evaluations, employment histories or summaries, records of residential address and telephone numbers, termination notices, job assignments or classification records, compensation, payroll records, background checks, and other similar records. The term "PERSONNEL FILE" includes, but is not limited to, all writings within the meaning of Labor Code §§ 226 and 1198.5.)

##### **RESPONSE TO DEMAND FOR INSPECTION NO. 1:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects

to this request as vague, ambiguous, overbroad, and unintelligible in that it provides two alternate definitions for the term “PERSONNEL FILE.” Defendant objects to this request to the extent that it seeks information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this interrogatory to the extent it seeks information that is protected from disclosure under the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to the extent that this request seeks documents equally accessible to Plaintiff and previously produced. Defendant also objects to this request as burdensome and harassing in that Plaintiff’s counsel has been advised of Defendant’s ongoing inability to access necessary files and records contained at its’ main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff’s claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

**DEMAND FOR INSPECTION NO. 2:**

All DOCUMENTS evidencing PLAINTIFF’S job duties while she worked for YOU, including but not limited to performance appraisals or evaluations, commendations, awards, and/or letters of thanks, background investigations and related disclosure forms, recognition or appreciation or any other similar DOCUMENTS. (As used herein, “YOU” or “YOUR” shall mean **COWORX STAFFING SERVICES LLC**, and its servants, agents, subsidiaries, parent companies, partners, including but not limited to any of the named Defendants in this action, employees, representatives, divisions, attorneys, and anyone else acting on its behalf)(As used herein, the terms “DOCUMENT” or “DOCUMENTS” are used in their customary broad sense and include but are not limited to any kind of written, typewritten, printed, reproduced, recorded or stored material whatsoever, whether printed, recorded or stored electronically, magnetically or otherwise, or reproduced by hand, including, but without limitation, notes, memoranda, emails, letters, reports, telegrams, telex communications, publications, contracts, recordings, transcriptions of recordings and business records, books of accounts, ledgers, balance sheets, financial statements and all other financial

documents of any kind, diaries, telephone logs, telephone bills, appointment books, desk calendars, drafts, working papers, routing slips and similar materials and shall include, without limitation, originals, file copies, and all non-identical duplicates, no matter how produced, prepared, stored, recorded or reproduced. "DOCUMENT" or "DOCUMENTS" includes all associated metadata and ELECTRONICALLY STORED INFORMATION ("ESI") which means all information that is stored in an ELECTRONIC medium as defined by California Code of Civil Procedure § 2016.020(e). The term "ELECTRONIC" means "technology having electric, digital, magnetic, wireless, optical, electromagnetic or similar capabilities as defined in California Code of Civil Procedure § 2016.020(d)." This request is intended to include DOCUMENTS and things which the Defendant (a) owns in whole or in part, (b) has a right by contract, statute or otherwise to use, inspect, examine or copy such DOCUMENT on any terms, (c) has an understanding, express or implied, that it may use, inspect, examine or copy such DOCUMENT on any terms, or (d) has, as a practical matter, been able to use, inspect, examine or copy such DOCUMENT when it has sought to do so. Such DOCUMENTS shall include, without limitation, DOCUMENTS that are in the custody of the Defendant's attorneys) or other agents.)

## **RESPONSE TO DEMAND FOR INSPECTION NO. 2:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant objects to this request to the extent that it seeks information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant further objects to the extent that this request seeks documents equally accessible to Plaintiff and previously produced. Defendant further objects that this request is unintelligible, as phrased. Defendant also objects to this request as burdensome and harassing in that Plaintiff's counsel has been advised of Defendant's ongoing

inability to access necessary files and records contained at its' main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

**REQUEST FOR INSPECTION NO. 3:**

All DOCUMENTS signed by PLAINTIFF concerning PLAINTIFF'S employment with YOU as defined by Labor Code § 432 including but not limited to background investigations and related disclosure forms.

**RESPONSE TO DEMAND FOR INSPECTION NO. 3:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant objects to this request to the extent that it seeks information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request on the grounds that it calls for a legal conclusion. Defendant also objects to this request as burdensome and harassing in that Plaintiff's counsel has been advised of Defendant's ongoing inability to access necessary files and records contained at its' main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

**REQUEST FOR INSPECTION NO. 4:**

All DOCUMENTS signed by PLAINTIFF in YOUR possession, custody, or control.

**RESPONSE TO DEMAND FOR INSPECTION NO. 4:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant objects to this request to the extent that it seeks information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant further objects that this request has been propounded solely to harass and annoy in that it is duplicative of Request for Production No. 3. Defendant also objects to this request as burdensome and harassing in that Plaintiff's counsel has been advised of Defendant's ongoing inability to access necessary files and records contained at its' main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

**REQUEST FOR INSPECTION NO. 5:**

The complete contents of any other file or files, other than the PERSONNEL FILE of PLAINTIFF, concerning the PLAINTIFF while PLAINTIFF worked for YOU.

**RESPONSE TO DEMAND FOR INSPECTION NO. 5:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant objects to this request to the extent that it seeks information that is neither relevant to the subject matter of this action nor reasonably calculated to

lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant further objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Defendant also objects to this request as burdensome and harassing in that Plaintiff's counsel has been advised of Defendant's ongoing inability to access necessary files and records contained at its' main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

**REQUEST FOR INSPECTION NO. 6:**

All DOCUMENTS explaining PLAINTIFF'S job duties while PLAINTIFF worked for YOU.

**RESPONSE TO DEMAND FOR INSPECTION NO. 6:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant objects to this request to the extent that it seeks information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant further objects to the extent that this request seeks documents equally accessible to Plaintiff and previously produced. Defendant further objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects that this request has been propounded solely to harass and annoy in that it is duplicative of Request for Production, No. 2. Defendant also objects to this request as burdensome

1 and harassing in that Plaintiff's counsel has been advised of Defendant's ongoing inability to access  
2 necessary files and records contained at its' main office in Morristown, New Jersey, for several  
3 months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in  
4 Defendant having limited ability to dedicate resources and personnel to investigate the circumstances  
5 surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is  
6 ongoing and continuing.

7 **REQUEST FOR INSPECTION NO. 7:**

8 All DOCUMENTS evidencing all sources of compensation, including but not limited to  
9 descriptions of any commission programs, overtime compensation, vacation, bonus, pension, or  
10 retirement plans to which PLAINTIFF was eligible to receive at any time while PLAINTIFF worked  
11 for YOU.

12 **RESPONSE TO DEMAND FOR INSPECTION NO. 7:**

13 Defendant incorporates by reference its Preliminary Statement and General Objections as  
14 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
15 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
16 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects  
17 on the ground that this request seeks information protected by the attorney-client privilege and/or the  
18 attorney work-product doctrine. Defendant objects to this request to the extent that it seeks  
19 information that is neither relevant to the subject matter of this action nor reasonably calculated to  
20 lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent  
21 it requires the adoption of an improper assumption. Defendant further objects to this request to the  
22 extent it seeks disclosure of confidential and/or proprietary information. Defendant also objects to  
23 this request as burdensome and harassing in that Plaintiff's counsel has been advised of Defendant's  
24 ongoing inability to access necessary files and records contained at its' main office in Morristown,  
25 New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the  
26 pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to  
27 investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly,  
28 discovery and investigation is ongoing and continuing.

**REQUEST FOR INSPECTION NO. 8:**

A full and complete copy of any collective bargaining agreements that governed PLAINTIFF'S employment.

**RESPONSE TO DEMAND FOR INSPECTION NO. 8:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant objects to this request to the extent that it seeks information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant further objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant also objects to this request as burdensome and harassing in that Plaintiff's counsel has been advised of Defendant's ongoing inability to access necessary files and records contained at its' main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

**REQUEST FOR INSPECTION NO. 9:**

All DOCUMENTS evidencing YOUR requirement that PLAINTIFF drive a car while working for YOU.

**RESPONSE TO DEMAND FOR INSPECTION NO. 9:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects

on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant objects to this request to the extent that it seeks information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant further objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to that this request is unintelligible, as written. Defendant also objects to this request as burdensome and harassing in that Plaintiff's counsel has been advised of Defendant's ongoing inability to access necessary files and records contained at its' main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

**REQUEST FOR INSPECTION NO. 10:**

All DOCUMENTS evidencing YOUR requirement that PLAINTIFF had to have a personal cell phone while working for YOU.

**RESPONSE TO DEMAND FOR INSPECTION NO. 10:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant objects to this request to the extent that it seeks information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant further objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to that this request is unintelligible, as written. Defendant also objects to this request as burdensome

and harassing in that Plaintiff's counsel has been advised of Defendant's ongoing inability to access necessary files and records contained at its' main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

**REQUEST FOR INSPECTION NO. 11:**

All DOCUMENTS evidencing YOUR reimbursement policies.

**RESPONSE TO DEMAND FOR INSPECTION NO. 11:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time and scope. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant objects to this request to the extent that it seeks information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant further objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant also objects to this request as burdensome and harassing in that Plaintiff's counsel has been advised of Defendant's ongoing inability to access necessary files and records contained at its' main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

**REQUEST FOR INSPECTION NO. 12:**

All DOCUMENTS evidencing any request made by CLASS MEMBERS (As used herein, the term "CLASS MEMBERS" means all current or former nonexempt employees who worked in

California from **September 4, 2015** to the present for YOU.) seeking reimbursement for EMPLOYMENT RELATED EXPENSES (The term “EMPLOYMENT RELATED EXPENSES” shall mean expenses any employee made toward work related expenses, such as mileage, gas, auto repair, auto insurance, cell phones, internet, communications devices, etc.) for which YOU did not pay.

**RESPONSE TO DEMAND FOR INSPECTION NO. 12:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant objects to the definition of “CLASS MEMBERS” as overbroad and outside the scope of the claims alleged in Plaintiff’s operative Complaint. Furthermore, Defendant objects that the putative class is not presently ascertainable in light of Plaintiff’s improper definition contained herein. Defendant further objects to the definition of “EMPLOYMENT RELATED EXPENSES” as vague, ambiguous, and overbroad. Defendant further objects that this request calls for a legal conclusion. Defendant objects to Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent that it seeks information that is neither relevant to the subject matter of this action, nor reasonably calculated to lead to the discovery of admissible evidence. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Defendant also objects to this request as burdensome and harassing in that Plaintiff’s counsel has been advised of Defendant’s ongoing inability to access necessary files and records contained at its’ main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to investigate the circumstances

surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

**REQUEST FOR INSPECTION NO. 13:**

All DOCUMENTS evidencing any payment YOU made to any CLASS MEMBER for EMPLOYMENT RELATED EXPENSES during the CLASS PERIOD (As used herein, "CLASS PERIOD" shall mean from September 4, 2015 through the present).

**RESPONSE TO DEMAND FOR INSPECTION NO. 13:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant objects to the definition of "CLASS MEMBER" as overbroad and outside the scope of the claims alleged in Plaintiff's operative Complaint. Furthermore, Defendant objects that the putative class is not presently ascertainable in light of Plaintiff's improper definition contained herein. Defendant further objects to the definition of "EMPLOYMENT RELATED EXPENSES" as vague, ambiguous, and overbroad. Defendant also objects to the definition of "CLASS PERIOD" in that it seeks information pertaining to a period of time beyond Defendant's employment of Plaintiff's, and/or any purported putative class members. Defendant further objects that this request calls for a legal conclusion. Defendant objects to Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent that it seeks information that is neither relevant to the subject matter of this action, nor reasonably calculated to lead to the discovery of admissible evidence. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Defendant also objects to this request as burdensome and harassing in that Plaintiff's counsel has been advised of Defendant's

ongoing inability to access necessary files and records contained at its' main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

**REQUEST FOR INSPECTION NO. 14:**

All procedures, memoranda, employment/personnel manuals or handbooks, instructional materials, or other DOCUMENTS that evidence YOUR policies and procedures governing employment conditions of any kind applicable to CLASS MEMBERS during the CLASS PERIOD.

**RESPONSE TO DEMAND FOR INSPECTION NO. 14:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant objects to the definition of "CLASS MEMBER" as overbroad and outside the scope of the claims alleged in Plaintiff's operative Complaint. Furthermore, Defendant objects that the putative class is not presently ascertainable in light of Plaintiff's improper definition contained herein. Defendant further objects to the definition of "EMPLOYMENT RELATED EXPENSES" as vague, ambiguous, and overbroad. Defendant also objects to the definition of "CLASS PERIOD" in that it seeks information pertaining to a period of time beyond Defendant's employment of Plaintiff's, and/or any purported putative class members. Defendant further objects that this request calls for a legal conclusion. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent that it seeks information that is neither relevant to the subject matter of this action, nor reasonably calculated to lead to the discovery of admissible evidence. Defendant objects to this request to the extent it seeks disclosure of

confidential and/or proprietary information. Defendant also objects to this request as burdensome and harassing in that Plaintiff's counsel has been advised of Defendant's ongoing inability to access necessary files and records contained at its' main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

**REQUEST FOR INSPECTION NO. 15:**

All DOCUMENTS evidencing PLAINTIFF'S hours worked while PLAINTIFF worked for YOU, including but not limited to PLAINTIFF'S time cards/sheets, schedules, pay records, wage and earning statements, evidence of lunch breaks provided, rest periods, etc.

**RESPONSE TO DEMAND FOR INSPECTION NO. 15:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant objects to this request to the extent that it seeks information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant further objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant also objects to this request as burdensome and harassing in that Plaintiff's counsel has been advised of Defendant's ongoing inability to access necessary files and records contained at its' main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

**REQUEST FOR INSPECTION NO. 16:**

All PAYROLL INFORMATION (As used herein, the term “PAYROLL INFORMATION” is defined as including any computerized and machine-readable databases, reports, and any other type of DOCUMENTS RELATING TO the PLAINTIFFS’ part-time or full-time status, permanent or temporary status, casual and/or permanent hire dates, work schedules, initial pay rates, any subsequent pay rates or adjustments (including the dates of such subsequent rates or adjustments), amount and dates of any wages paid, including whether they were regular or overtime wages, total compensation, hours worked, and any other fields compiled for YOUR payroll functions, including providing a key for interpreting any codes used to interpret the data, as well as any DOCUMENTS describing, explaining or pertaining to the methods and techniques used in compiling, editing, modifying or updating computer databases, if any, paystubs and W-2’s) for the PLAINTIFF.

**RESPONSE TO DEMAND FOR INSPECTION NO. 16:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to the definition of “PAYROLL INFORMATION” as vague, ambiguous, overbroad. Defendant objects to this request to the extent that it seeks information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant further objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant also objects to this request as burdensome and harassing in that Plaintiff’s counsel has been advised of Defendant’s ongoing inability to access necessary files and records contained at its’ main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and

personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

**REQUEST FOR INSPECTION NO. 17:**

All PAYROLL INFORMATION for the CLASS MEMBERS.

**RESPONSE TO DEMAND FOR INSPECTION NO. 17:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time and scope. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant objects to the definition of "CLASS MEMBERS" as overbroad and outside the scope of the claims alleged in Plaintiff's operative Complaint. Furthermore, Defendant objects that the putative class is not presently ascertainable in light of Plaintiff's improper definition contained herein. Defendant further objects to the definition of "PAYROLL INFORMATION" as vague, ambiguous, overbroad. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant objects to this request to the extent that it seeks information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Defendant also objects to this request as burdensome and harassing in that Plaintiff's counsel has been advised of Defendant's ongoing inability to access necessary files and records contained at its' main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited

1 ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff's  
2 claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

3 **REQUEST FOR INSPECTION NO. 18:**

4 All work schedules identifying the locations (by name and address) at which PLAINTIFF  
5 was present for each workday PLAINTIFF worked during the CLASS PERIOD, including but not  
6 limited to the date and time PLAINTIFF was present at that location.

7 **RESPONSE TO DEMAND FOR INSPECTION NO. 18:**

8 Defendant incorporates by reference its Preliminary Statement and General Objections as  
9 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
10 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
11 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant also objects to  
12 the definition of "CLASS PERIOD" in that it seeks information pertaining to a period of time beyond  
13 Defendant's employment of Plaintiff's, and/or any purported putative class members. Defendant  
14 objects that this request is improperly compound. Defendant further objects on the ground that this  
15 request seeks information protected by the attorney-client privilege and/or the attorney work-product  
16 doctrine. Defendant objects to this request to the extent that it seeks information that is neither  
17 relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of  
18 admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption  
19 of an improper assumption. Defendant further objects to this request to the extent it seeks disclosure  
20 of confidential and/or proprietary information. Defendant also objects to this request as burdensome  
21 and harassing in that Plaintiff's counsel has been advised of Defendant's ongoing inability to access  
22 necessary files and records contained at its' main office in Morristown, New Jersey, for several  
23 months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in  
24 Defendant having limited ability to dedicate resources and personnel to investigate the circumstances  
25 surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is  
26 ongoing and continuing.

**REQUEST FOR INSPECTION NO. 19:**

All work schedules identifying the locations (by name and address) at which CLASS MEMBERS were present for each workday during the CLASS PERIOD, including but not limited to the date and time each CLASS MEMBER was present at that location.

**RESPONSE TO DEMAND FOR INSPECTION NO. 19:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time and scope. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant objects to the definition of “CLASS MEMBERS” as overbroad and outside the scope of the claims alleged in Plaintiff’s operative Complaint. Furthermore, Defendant objects that the putative class is not presently ascertainable in light of Plaintiff’s improper definition contained herein. Defendant also objects to the definition of “CLASS PERIOD” in that it seeks information pertaining to a period of time beyond Defendant’s employment of Plaintiff’s, and/or any purported putative class members. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant objects to this request to the extent that it seeks information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Defendant also objects to this request as burdensome and harassing in that Plaintiff’s counsel has been advised of Defendant’s ongoing inability to access necessary files and records contained at its’ main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited

1 ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff's  
2 claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

3 **REQUEST FOR INSPECTION NO. 20:**

4 All DOCUMENTS, including but not limited to organizational charts or graphs, describing  
5 the chain of authority or command above, of equal level, and below the CLASS MEMBERS.

6 **RESPONSE TO DEMAND FOR INSPECTION NO. 20:**

7 Defendant incorporates by reference its Preliminary Statement and General Objections as  
8 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
9 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
10 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time  
11 and scope. Defendant further objects to this request as unduly burdensome, oppressive, and  
12 disproportionate to the needs of the case. Defendant objects to the definition of "CLASS  
13 MEMBERS" as overbroad and outside the scope of the claims alleged in Plaintiff's operative  
14 Complaint. Furthermore, Defendant objects that the putative class is not presently ascertainable in  
15 light of Plaintiff's improper definition contained herein. Defendant further objects on the ground that  
16 this request seeks information protected by the attorney-client privilege and/or the attorney work-  
17 product doctrine. Defendant objects to this request to the extent that it seeks information that is  
18 neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery  
19 of admissible evidence. Furthermore, this request is argumentative to the extent it requires the  
20 adoption of an improper assumption. Defendant objects to this request to the extent it seeks disclosure  
21 of confidential and/or proprietary information. Defendant further objects to this request to the extent  
22 that it violates the privacy rights of former and/or current employees, and other third parties who are  
23 not parties to this action, which objection Defendant is obligated to assert on their behalf. Defendant  
24 also objects to this request as burdensome and harassing in that Plaintiff's counsel has been advised  
25 of Defendant's ongoing inability to access necessary files and records contained at its' main office  
26 in Morristown, New Jersey, for several months because of statewide closures due to COVID-19.  
27 Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and  
28

1 personnel to investigate the circumstances surrounding Plaintiff's claims in the present action.  
2 Accordingly, discovery and investigation is ongoing and continuing.

3 **REQUEST FOR INSPECTION NO. 21:**

4 All DOCUMENTS evidencing payments YOU made to PLAINTIFF for mileage  
5 reimbursements.

6 **RESPONSE TO DEMAND FOR INSPECTION NO. 21:**

7 Defendant incorporates by reference its Preliminary Statement and General Objections as  
8 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
9 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
10 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects  
11 on the ground that this request seeks information protected by the attorney-client privilege and/or the  
12 attorney work-product doctrine. Furthermore, this request is argumentative to the extent it requires  
13 the adoption of an improper assumption. Defendant also objects to this request as burdensome and  
14 harassing in that Plaintiff's counsel has been advised of Defendant's ongoing inability to access  
15 necessary files and records contained at its' main office in Morristown, New Jersey, for several  
16 months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in  
17 Defendant having limited ability to dedicate resources and personnel to investigate the circumstances  
18 surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is  
19 ongoing and continuing.

20 **REQUEST FOR INSPECTION NO. 22:**

21 All DOCUMENTS identified in YOUR response to PLAINTIFF'S first set of form  
22 interrogatories-employment.

23 **RESPONSE TO DEMAND FOR INSPECTION NO. 22:**

24 Defendant incorporates by reference its Preliminary Statement and General Objections as  
25 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
26 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
27 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects  
28 on the ground that this request seeks information protected by the attorney-client privilege and/or the

attorney work-product doctrine. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant also objects to this request as burdensome and harassing in that Plaintiff's counsel has been advised of Defendant's ongoing inability to access necessary files and records contained at its' main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

**REQUEST FOR INSPECTION NO. 23:**

All DOCUMENTS identified in YOUR response to PLAINTIFF'S first set of form interrogatories-general.

**RESPONSE TO DEMAND FOR INSPECTION NO. 23:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant also objects to this request as burdensome and harassing in that Plaintiff's counsel has been advised of Defendant's ongoing inability to access necessary files and records contained at its' main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

**REQUEST FOR INSPECTION NO. 24:**

All DOCUMENTS identified in YOUR response to PLAINTIFF'S first set of request for admissions.

**RESPONSE TO DEMAND FOR INSPECTION NO. 24:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant further objects that this interrogatory is unintelligible and has been propounded solely to harass and annoy in that it seeks documents pertaining to request for admissions that were not served by Plaintiff. Defendant also objects to this request as burdensome and harassing in that Plaintiff's counsel has been advised of Defendant's ongoing inability to access necessary files and records contained at its' main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

**REQUEST FOR INSPECTION NO. 25:**

All DOCUMENTS identified in YOUR response to PLAINTIFF'S first set of special interrogatories.

**RESPONSE TO DEMAND FOR INSPECTION NO. 25:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant also objects to this request as burdensome and harassing in that Plaintiff's counsel has been advised of Defendant's ongoing inability to access

1 necessary files and records contained at its' main office in Morristown, New Jersey, for several  
2 months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in  
3 Defendant having limited ability to dedicate resources and personnel to investigate the circumstances  
4 surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is  
5 ongoing and continuing.

6 **REQUEST FOR INSPECTION NO. 26:**

7 All DOCUMENTS that support any affirmative defenses YOU have pleaded or will plead in  
8 this action.

9 **RESPONSE TO DEMAND FOR INSPECTION NO. 26:**

10 Defendant incorporates by reference its Preliminary Statement and General Objections as  
11 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
12 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
13 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time  
14 and scope. Defendant further objects to this request on the grounds that it is premature as it relates  
15 to Defendant's affirmative defenses, which are generally intended to preserve defenses at trial, and  
16 insofar as it violates Defendant's right under *Code of Civil Procedure* section 431.30 to file a general  
17 denial in response to Plaintiff's unverified Complaint. Defendant further objects to this request  
18 because discovery in this matter is continuing and certain of Defendant's denials and/or affirmative  
19 defenses will be based, in whole or in part, upon information not presently within Defendant's  
20 knowledge, which will be discovered during the course of discovery. Defendant further objects to  
21 this request on the grounds that "supporting any" is vague and ambiguous. Defendant further objects  
22 on the ground that this request seeks information protected by the attorney-client privilege and/or the  
23 attorney work-product doctrine. Defendant further objects to this request on the grounds that it seeks  
24 information that is neither relevant nor reasonably calculated to lead to the discovery of admissible  
25 evidence. Defendant further objects to this request on the grounds it assumes facts not in evidence  
26 and calls for a legal conclusion. Defendant further objects to this request on the grounds that it seeks  
27 the confidential and/or proprietary information. Defendant further objects to this request to the extent  
28 it seeks production of the mental impressions or legal theories of defense counsel. Defendant further

objects to this request on the grounds that it is unreasonably burdensome, harassing, and oppressive. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Defendant also objects to this request as burdensome and harassing in that Plaintiff's counsel has been advised of Defendant's ongoing inability to access necessary files and records contained at its' main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

**REQUEST FOR INSPECTION NO. 27:**

All DOCUMENTS, including but not limited to memoranda, handwritten notes, letters, correspondence, policies, and policy numbers pertaining to insurance policies that may cover YOU for damages and/or defense costs related to this action.

**RESPONSE TO DEMAND FOR INSPECTION NO. 27:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant also objects to this request as burdensome and harassing in that Plaintiff's counsel has been advised of Defendant's ongoing inability to access necessary files and

records contained at its' main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

**REQUEST FOR INSPECTION NO. 28:**

All written COMMUNICATIONS between YOU and PLAINTIFF concerning or in any way referring to PLAINTIFF during the CLASS PERIOD. (The terms "COMMUNICATION" or "COMMUNICATIONS" are used in their broadest sense and include, but are not limited to, any transmittal and/or receipt of information, whether oral, written, or verbal or nonverbal, whether such was by chance, prearranged, formal or informal, oral or written, and specifically includes conversations in person, DOCUMENTS, telephone conversations, telegrams, letters or memoranda, formal statements, press releases, emails, texts, social media posts, and newspaper articles.)

**RESPONSE TO DEMAND FOR INSPECTION NO. 28:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant also objects to the definition of "CLASS PERIOD" in that it seeks information pertaining to a period of time beyond Defendant's employment of Plaintiff's, and/or any purported putative class members. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant objects to the definition of "COMMUNICATIONS" as vague, ambiguous, overbroad, and not meaningfully defined. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent it seeks

disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Defendant also objects to this request as burdensome and harassing in that Plaintiff's counsel has been advised of Defendant's ongoing inability to access necessary files and records contained at its' main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

**REQUEST FOR INSPECTION NO. 29:**

All DOCUMENTS evidencing COMMUNICATIONS (whether written, oral or otherwise) between YOU and any person concerning any of PLAINTIFF'S request(s) for PLAINTIFF'S PERSONNEL FILE, including but not limited to any voicemail messages or audio recordings of any kind and this discovery instrument.

**RESPONSE TO DEMAND FOR INSPECTION NO. 29:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant objects to the definition of "COMMUNICATIONS" as vague, ambiguous, overbroad, and not meaningfully defined. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to

the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Defendant also objects to this request as burdensome and harassing in that Plaintiff's counsel has been advised of Defendant's ongoing inability to access necessary files and records contained at its' main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

**REQUEST FOR INSPECTION NO. 30:**

All COMMUNICATIONS including but not limited to e-mails exchanged between YOU and any person(s) concerning the PLAINTIFF during the CLASS PERIOD.

**RESPONSE TO DEMAND FOR INSPECTION NO. 30:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant also objects to the definition of "CLASS PERIOD" in that it seeks information pertaining to a period of time beyond Defendant's employment of Plaintiff's, and/or any purported putative class members. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant objects to the definition of "COMMUNICATIONS" as vague, ambiguous, overbroad, and not meaningfully defined. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties

who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Defendant also objects to this request as burdensome and harassing in that Plaintiff's counsel has been advised of Defendant's ongoing inability to access necessary files and records contained at its' main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

**REQUEST FOR INSPECTION NO. 31:**

All COMMUNICATIONS including but not limited to e-mails exchanged between YOU and any persons regarding YOUR intent to pay CLASS MEMBERS the applicable minimum wage rate as required under the local ordinance in which they were working during the CLASS PERIOD.

**RESPONSE TO DEMAND FOR INSPECTION NO. 31:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant objects to the definition of "CLASS MEMBERS" as overbroad and outside the scope of the claims alleged in Plaintiff's operative Complaint. Defendant objects that the putative class is not presently ascertainable in light of Plaintiff's improper definition contained herein. Defendant also objects to the definition of "CLASS PERIOD" in that it seeks information pertaining to a period of time beyond Defendant's employment of Plaintiff's, and/or any purported putative class members. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant objects to the definition of "COMMUNICATIONS" as vague, ambiguous, overbroad, and not meaningfully defined. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires

the adoption of an improper assumption. Defendant objects to this request on the grounds that it calls for a legal conclusion. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Defendant also objects to this request as burdensome and harassing in that Plaintiff's counsel has been advised of Defendant's ongoing inability to access necessary files and records contained at its' main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

**REQUEST FOR INSPECTION NO. 32:**

All COMMUNICATIONS including but not limited to e-mails exchanged between YOU and any of YOUR supervisory and/or managerial employees and their subordinates concerning YOUR policies regarding CLASS MEMBERS' use of vehicles during the CLASS PERIOD.

**RESPONSE TO DEMAND FOR INSPECTION NO. 32:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant objects to the definition of "CLASS MEMBERS" as overbroad and outside the scope of the claims alleged in Plaintiff's operative Complaint. Defendant objects that the putative class is not presently ascertainable in light of Plaintiff's improper definition contained herein. Defendant also objects to the definition of "CLASS PERIOD" in that it seeks information pertaining to a period of time beyond Defendant's employment of Plaintiff's, and/or any purported putative class members. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney

work-product doctrine. Defendant objects to the definition of “COMMUNICATIONS” as vague, ambiguous, overbroad, and not meaningfully defined. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request on the grounds that it calls for a legal conclusion. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Defendant also objects to this request as burdensome and harassing in that Plaintiff’s counsel has been advised of Defendant’s ongoing inability to access necessary files and records contained at its’ main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff’s claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

**REQUEST FOR INSPECTION NO. 33:**

All COMMUNICATIONS including but not limited to e-mails exchanged between YOU and any of YOUR supervisory and/or managerial employees and their subordinates concerning YOUR reimbursement policies during the CLASS PERIOD.

**RESPONSE TO DEMAND FOR INSPECTION NO. 33:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant objects to the definition of “CLASS MEMBERS” as overbroad and outside the scope of the claims alleged in Plaintiff’s operative Complaint. Defendant objects that the putative class is not presently ascertainable in light of

Plaintiff's improper definition contained herein. Defendant also objects to the definition of "CLASS PERIOD" in that it seeks information pertaining to a period of time beyond Defendant's employment of Plaintiff's, and/or any purported putative class members. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant objects to the definition of "COMMUNICATIONS" as vague, ambiguous, overbroad, and not meaningfully defined. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request on the grounds that it calls for a legal conclusion. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Defendant also objects to this request as burdensome and harassing in that Plaintiff's counsel has been advised of Defendant's ongoing inability to access necessary files and records contained at its' main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

**REQUEST FOR INSPECTION NO. 34:**

All COMMUNICATIONS including but not limited to e-mails exchanged between YOU and any of YOUR supervisory and/or managerial employees and their subordinates concerning YOUR policies regarding overtime during the CLASS PERIOD.

**RESPONSE TO DEMAND FOR INSPECTION NO. 34:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time,

scope, and matter. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant objects to the definition of “CLASS MEMBERS” as overbroad and outside the scope of the claims alleged in Plaintiff’s operative Complaint. Defendant objects that the putative class is not presently ascertainable in light of Plaintiff’s improper definition contained herein. Defendant also objects to the definition of “CLASS PERIOD” in that it seeks information pertaining to a period of time beyond Defendant’s employment of Plaintiff’s, and/or any purported putative class members. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant objects to the definition of “COMMUNICATIONS” as vague, ambiguous, overbroad, and not meaningfully defined. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request on the grounds that it calls for a legal conclusion. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Defendant also objects to this request as burdensome and harassing in that Plaintiff’s counsel has been advised of Defendant’s ongoing inability to access necessary files and records contained at its’ main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff’s claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

**REQUEST FOR INSPECTION NO. 35:**

All COMMUNICATIONS evidencing requests made by any CLASS MEMBERS to YOU seeking reimbursement for unpaid wages including but not limited to mileage, travel, vehicle costs, computer, internet, cell phone, telephone, etc..

**RESPONSE TO DEMAND FOR INSPECTION NO. 35:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant objects to the definition of “CLASS MEMBERS” as overbroad and outside the scope of the claims alleged in Plaintiff’s operative Complaint. Defendant objects that the putative class is not presently ascertainable in light of Plaintiff’s improper definition contained herein. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant objects to the definition of “COMMUNICATIONS” as vague, ambiguous, overbroad, and not meaningfully defined. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request on the grounds that it calls for a legal conclusion. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Defendant also objects to this request as burdensome and harassing in that Plaintiff’s counsel has been advised of Defendant’s ongoing inability to access necessary files and records contained at its’ main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff’s claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

**REQUEST FOR INSPECTION NO. 36:**

All COMMUNICATIONS evidencing written or recorded statements obtained from any person concerning any of the allegations contained in PLAINTIFFS' operative Complaint or, if applicable, the predecessor Complaint.

**RESPONSE TO DEMAND FOR INSPECTION NO. 36:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant objects to the definition of "COMMUNICATIONS" as vague, ambiguous, overbroad, and not meaningfully defined. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request on the grounds that it calls for a legal conclusion. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Defendant also objects to this request as burdensome and harassing in that Plaintiff's counsel has been advised of Defendant's ongoing inability to access necessary files and records contained at its' main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

**REQUEST FOR INSPECTION NO. 37:**

All COMMUNICATIONS between YOU and any state or federal (e.g. Department of Labor) governmental agency regarding claims for unpaid work-related expenses or unpaid wages including but not limited to mileage expenses.

**RESPONSE TO DEMAND FOR INSPECTION NO. 37:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant objects to the definition of “COMMUNICATIONS” as vague, ambiguous, overbroad, and not meaningfully defined. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Defendant objects that this request is improperly compound. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Defendant also objects to this request as burdensome and harassing in that Plaintiff’s counsel has been advised of Defendant’s ongoing inability to access necessary files and records contained at its’ main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff’s claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

**REQUEST FOR INSPECTION NO. 38:**

All COMMUNICATIONS that evidence complaints, formal or informal, by any person concerning YOUR failure to pay wages to any of YOUR employees during the last ten years.

**RESPONSE TO DEMAND FOR INSPECTION NO. 38:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant objects to the definition of “COMMUNICATIONS” as vague, ambiguous, overbroad, and not meaningfully defined. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to the extent this request seeks documents beyond the scope of Plaintiff’s employment and requisite statute of limitations. Defendant objects that this request is improperly compound. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Defendant also objects to this request as burdensome and harassing in that Plaintiff’s counsel has been advised of Defendant’s ongoing inability to access necessary files and records contained at its’ main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff’s claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

**REQUEST FOR INSPECTION NO. 39:**

All COMMUNICATIONS with any person regarding this case or the allegations contained in PLAINTIFF'S operative Complaint.

**RESPONSE TO DEMAND FOR INSPECTION NO. 39:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant objects to the definition of "COMMUNICATIONS" as vague, ambiguous, overbroad, and not meaningfully defined. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to the extent this request seeks documents beyond the scope of Plaintiff's employment and requisite statute of limitations. Defendant objects that this request is improperly compound. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Defendant also objects to this request as burdensome and harassing in that Plaintiff's counsel has been advised of Defendant's ongoing inability to access necessary files and records contained at its' main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

**REQUEST FOR INSPECTION NO. 40:**

All COMMUNICATIONS evidencing questionnaires or statements, signed or completed by any of YOUR current or former employees concerning this litigation.

**RESPONSE TO DEMAND FOR INSPECTION NO. 40:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant objects to the definition of “COMMUNICATIONS” as vague, ambiguous, overbroad, and not meaningfully defined. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to the extent this request seeks documents beyond the scope of Plaintiff’s employment and requisite statute of limitations. Defendant objects that this request is improperly compound. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Defendant also objects to this request as burdensome and harassing in that Plaintiff’s counsel has been advised of Defendant’s ongoing inability to access necessary files and records contained at its’ main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff’s claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

**REQUEST FOR INSPECTION NO. 41:**

All DOCUMENTS IDENTIFYING (The term “IDENTIFY” or “IDENTIFYING” shall mean provide the name, home and work address, work and personal email address, and personal and work telephone number) each person involved in managing and/or supervising PLAINTIFF’S work during the CLASS PERIOD.

**RESPONSE TO DEMAND FOR INSPECTION NO. 41:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant also objects to the definition of “CLASS PERIOD” in that it seeks information pertaining to a period of time beyond Defendant’s employment of Plaintiff’s, and/or any purported putative class members. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Defendant also objects to this request as burdensome and harassing in that Plaintiff’s counsel has been advised of Defendant’s ongoing inability to access necessary files and records contained at its’ main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff’s claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

**REQUEST FOR INSPECTION NO. 42:**

All DOCUMENTS IDENTIFYING each person involved in managing and/or supervising any of the CLASS MEMBERS' work during the CLASS PERIOD.

**RESPONSE TO DEMAND FOR INSPECTION NO. 42:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant objects to the definition of "CLASS MEMBERS" as overbroad and outside the scope of the claims alleged in Plaintiff's operative Complaint. Defendant objects that the putative class is not presently ascertainable in light of Plaintiff's improper definition contained herein. Defendant also objects to the definition of "CLASS PERIOD" in that it seeks information pertaining to a period of time beyond Defendant's employment of Plaintiff's, and/or any purported putative class members. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Defendant also objects to this request as burdensome and harassing in that Plaintiff's counsel has been advised of Defendant's ongoing inability to access necessary files and records contained at its' main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and

1 personnel to investigate the circumstances surrounding Plaintiff's claims in the present action.  
2 Accordingly, discovery and investigation is ongoing and continuing.

3 **REQUEST FOR INSPECTION NO. 43:**

4 Any workplace calendar, daily planner, or any other similar DOCUMENT PLAINTIFF'S  
5 supervisor and/or manager maintained containing his or her notes concerning the PLAINTIFF'S  
6 working hours.

7 **RESPONSE TO DEMAND FOR INSPECTION NO. 43:**

8 Defendant incorporates by reference its Preliminary Statement and General Objections as  
9 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
10 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
11 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time,  
12 scope, and matter. Defendant further objects to this request as unduly burdensome, oppressive, and  
13 disproportionate to the needs of the case. Defendant further objects on the ground that this request  
14 seeks information protected by the attorney-client privilege and/or the attorney work-product  
15 doctrine. Defendant further objects to this request on the grounds that it seeks information that is  
16 neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.  
17 Furthermore, this request is argumentative to the extent it requires the adoption of an improper  
18 assumption. Defendant objects to this request to the extent it seeks disclosure of confidential and/or  
19 proprietary information. Defendant further objects to this request to the extent that it violates the  
20 privacy rights of former and/or current employees, and other third parties who are not parties to this  
21 action, which objection Defendant is obligated to assert on their behalf. Defendant also objects to  
22 this request as burdensome and harassing in that Plaintiff's counsel has been advised of Defendant's  
23 ongoing inability to access necessary files and records contained at its' main office in Morristown,  
24 New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the  
25 pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to  
26 investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly,  
27 discovery and investigation is ongoing and continuing.

**REQUEST FOR INSPECTION NO. 44:**

Any workplace calendar, daily planner, or any other similar DOCUMENT PLAINTIFF'S supervisor and/or manager maintained containing his or her notes concerning the PLAINTIFF'S work locations.

**RESPONSE TO DEMAND FOR INSPECTION NO. 44:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Defendant also objects to this request as burdensome and harassing in that Plaintiff's counsel has been advised of Defendant's ongoing inability to access necessary files and records contained at its' main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

**REQUEST FOR INSPECTION NO. 45:**

All DOCUMENTS that IDENTIFY CLASS MEMBERS.

**RESPONSE TO DEMAND FOR INSPECTION NO. 45:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant objects to the definition of “CLASS MEMBERS” as overbroad and outside the scope of the claims alleged in Plaintiff’s operative Complaint. Defendant objects that the putative class is not presently ascertainable in light of Plaintiff’s improper definition contained herein. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Defendant also objects to this request as burdensome and harassing in that Plaintiff’s counsel has been advised of Defendant’s ongoing inability to access necessary files and records contained at its’ main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff’s claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

**REQUEST FOR INSPECTION NO. 46:**

Any DOCUMENT(S) that best identifies the number of CLASS MEMBERS during the CLASS PERIOD.

**RESPONSE TO DEMAND FOR INSPECTION NO. 46:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant objects to the definition of “CLASS MEMBERS” as overbroad and outside the scope of the claims alleged in Plaintiff’s operative Complaint. Defendant objects that the putative class is not presently ascertainable in light of Plaintiff’s improper definition contained herein. Defendant also objects to the definition of “CLASS PERIOD” in that it seeks information pertaining to a period of time beyond Defendant’s employment of Plaintiff’s, and/or any purported putative class members. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Defendant also objects to this request as burdensome and harassing in that Plaintiff’s counsel has been advised of Defendant’s ongoing inability to access necessary files and records contained at its’ main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff’s claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

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**REQUEST FOR INSPECTION NO. 47:**

Any DOCUMENT(S) that best identifies the number of AGGRIEVED EMPLOYEES (As used herein, the term “AGGRIEVED EMPLOYEES” means all current or former nonexempt employees who worked in California from **September 4, 2018** to the present for the Defendants) during the PAGA PERIOD (As used herein, “PAGA PERIOD shall mean from September 5, 2018 through the present).

**RESPONSE TO DEMAND FOR INSPECTION NO. 47:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant objects to the definition of “AGGRIEVED EMPLOYEES” as overbroad and outside the scope of the claims alleged in Plaintiff’s operative Complaint. Defendant objects that the putative aggrieved employees is not presently ascertainable in light of Plaintiff’s improper definition contained herein. Defendant also objects to the definition of “PAGA PERIOD” in that it seeks information pertaining to a period of time beyond Defendant’s employment of Plaintiff’s, and/or any purported putative aggrieved employees. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Defendant also objects to this request as burdensome and harassing in that Plaintiff’s counsel has been advised of Defendant’s ongoing inability to access necessary files and records contained at its’ main office

1 in Morristown, New Jersey, for several months because of statewide closures due to COVID-19.  
2 Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and  
3 personnel to investigate the circumstances surrounding Plaintiff's claims in the present action.  
4 Accordingly, discovery and investigation is ongoing and continuing.

5 **REQUEST FOR INSPECTION NO. 48:**

6 Actual copies of all wage and earning statements PLAINTIFF was issued during  
7 PLAINTIFF'S employment with YOU.

8 **RESPONSE TO DEMAND FOR INSPECTION NO. 48:**

9 Defendant incorporates by reference its Preliminary Statement and General Objections as  
10 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
11 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
12 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant objects to the  
13 phrase "actual copies" as vague, ambiguous, overbroad, and not meaningfully defined. Defendant  
14 further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs  
15 of the case. Defendant further objects on the ground that this request seeks information protected by  
16 the attorney-client privilege and/or the attorney work-product doctrine. Defendant objects to this  
17 request as being propounded solely to harass and annoy in that it is duplicative of Request for  
18 Production No. 15. Defendant also objects to this request as burdensome and harassing in that  
19 Plaintiff's counsel has been advised of Defendant's ongoing inability to access necessary files and  
20 records contained at its' main office in Morristown, New Jersey, for several months because of  
21 statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having  
22 limited ability to dedicate resources and personnel to investigate the circumstances surrounding  
23 Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and  
24 continuing.

25 **REQUEST FOR INSPECTION NO. 49:**

26 Actual copies of all wage and earning statements CLASS MEMBERS were issued during the  
27 CLASS PERIOD.

**RESPONSE TO DEMAND FOR INSPECTION NO. 49:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in scope and matter. Defendant objects to the phrase “actual copies” as vague, ambiguous, overbroad, and not meaningfully defined. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant objects to the definition of “CLASS MEMBERS” as overbroad and outside the scope of the claims alleged in Plaintiff’s operative Complaint. Defendant objects that the putative class is not presently ascertainable in light of Plaintiff’s improper definition contained herein. Defendant also objects to the definition of “CLASS PERIOD” in that it seeks information pertaining to a period of time beyond Defendant’s employment of Plaintiff’s, and/or any purported putative class members. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Defendant also objects to this request as burdensome and harassing in that Plaintiff’s counsel has been advised of Defendant’s ongoing inability to access necessary files and records contained at its’ main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff’s claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

**REQUEST FOR INSPECTION NO. 50:**

Actual copies of all W-2's PLAINTIFF was issued during PLAINTIFF'S employment with YOU.

**RESPONSE TO DEMAND FOR INSPECTION NO. 50:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant objects to the phrase "actual copies" as vague, ambiguous, overbroad, and not meaningfully defined. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant also objects to this request as burdensome and harassing in that Plaintiff's counsel has been advised of Defendant's ongoing inability to access necessary files and records contained at its' main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

**REQUEST FOR INSPECTION NO. 51:**

Actual copies of all W-2's CLASS MEMBERS were issued during the CLASS PERIOD.

**RESPONSE TO DEMAND FOR INSPECTION NO. 51:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in scope and matter. Defendant objects to the phrase "actual copies" as vague, ambiguous, overbroad, and not meaningfully defined. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant objects to the definition of "CLASS

MEMBERS” as overbroad and outside the scope of the claims alleged in Plaintiff’s operative Complaint. Defendant objects that the putative class is not presently ascertainable in light of Plaintiff’s improper definition contained herein. Defendant also objects to the definition of “CLASS PERIOD” in that it seeks information pertaining to a period of time beyond Defendant’s employment of Plaintiff’s, and/or any purported putative class members. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Defendant also objects to this request as burdensome and harassing in that Plaintiff’s counsel has been advised of Defendant’s ongoing inability to access necessary files and records contained at its’ main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff’s claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

**REQUEST FOR INSPECTION NO. 52:**

All DOCUMENTS that refer to any actions or measures taken by YOU to ensure that CLASS MEMBERS are reimbursed for work related expenses CLASS MEMBERS’ incurred during the CLASS PERIOD.

**RESPONSE TO DEMAND FOR INSPECTION NO. 52:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time,

scope, and matter. Defendant objects to the phrase “any actions or measures” as vague, ambiguous, overbroad, and not meaningfully defined. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant objects to the definition of “CLASS MEMBERS” as overbroad and outside the scope of the claims alleged in Plaintiff’s operative Complaint. Defendant objects that the putative class is not presently ascertainable in light of Plaintiff’s improper definition contained herein. Defendant also objects to the definition of “CLASS PERIOD” in that it seeks information pertaining to a period of time beyond Defendant’s employment of Plaintiff’s, and/or any purported putative class members. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Defendant also objects to this request as burdensome and harassing in that Plaintiff’s counsel has been advised of Defendant’s ongoing inability to access necessary files and records contained at its’ main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff’s claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

**REQUEST FOR INSPECTION NO. 53:**

All DOCUMENTS that evidence any measures taken by YOU during the CLASS PERIOD to ensure that CLASS MEMBERS are paid for all working hours during the workday, including but not limited to for commute time, administrative time, and/or working from home.

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**RESPONSE TO DEMAND FOR INSPECTION NO. 53:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant objects to the phrases “any measures,” “commute time,” and “administrative time” as vague, ambiguous, overbroad, and not meaningfully defined. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant objects to the definition of “CLASS MEMBERS” as overbroad and outside the scope of the claims alleged in Plaintiff’s operative Complaint. Defendant objects that the putative class is not presently ascertainable in light of Plaintiff’s improper definition contained herein. Defendant also objects to the definition of “CLASS PERIOD” in that it seeks information pertaining to a period of time beyond Defendant’s employment of Plaintiff’s, and/or any purported putative class members. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Defendant also objects to this request as burdensome and harassing in that Plaintiff’s counsel has been advised of Defendant’s ongoing inability to access necessary files and records contained at its’ main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff’s claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

**REQUEST FOR INSPECTION NO. 54:**

All DOCUMENTS evidencing YOUR TRAINING provided to CLASS MEMBERS (As used herein, "TRAINING" includes, for example, training provided to CLASS MEMBERS in the areas of reimbursements for work related expenses incurred by YOUR employees or reporting worktime regarding their wages.)

**RESPONSE TO DEMAND FOR INSPECTION NO. 54:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant objects to the definition of "TRAINING" as vague, ambiguous, overbroad, and not meaningfully defined. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant objects to the definition of "CLASS MEMBERS" as overbroad and outside the scope of the claims alleged in Plaintiff's operative Complaint. Defendant objects that the putative class is not presently ascertainable in light of Plaintiff's improper definition contained herein. Defendant also objects to the definition of "CLASS PERIOD" in that it seeks information pertaining to a period of time beyond Defendant's employment of Plaintiff's, and/or any purported putative class members. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Defendant also objects to this request as burdensome and harassing in that Plaintiff's counsel has been advised of Defendant's ongoing inability to access necessary files and records contained at its'

1 main office in Morristown, New Jersey, for several months because of statewide closures due to  
2 COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate  
3 resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present  
4 action. Accordingly, discovery and investigation is ongoing and continuing.

5 **REQUEST FOR INSPECTION NO. 55:**

6 All DOCUMENTS that support YOUR contention that PLAINTIFFS' case cannot be  
7 maintained as a representative action.

8 **RESPONSE TO DEMAND FOR INSPECTION NO. 55:**

9 Defendant incorporates by reference its Preliminary Statement and General Objections as  
10 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
11 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
12 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time  
13 and scope. Defendant further objects on the ground that this request seeks information protected by  
14 the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to  
15 this request on the grounds that it seeks information that is neither relevant nor reasonably calculated  
16 to lead to the discovery of admissible evidence. Defendant further objects to this request on the  
17 grounds it assumes facts not in evidence and calls for a legal conclusion. Defendant further objects  
18 to this request on the grounds that it seeks the confidential and/or proprietary information. Defendant  
19 further objects to this request to the extent it seeks production of the mental impressions or legal  
20 theories of defense counsel. Defendant also objects in so far as Plaintiff attempts to improperly shift  
21 her affirmative burden of proof by requiring this Defendant to define and disprove Plaintiff's entire  
22 case, and/or prove the negative. Defendant further objects to this request on the grounds that it is  
23 unreasonably burdensome, harassing, and oppressive. Defendant further objects to this request to the  
24 extent that it violates the privacy rights of former and/or current employees, and other third parties  
25 who are not parties to this action, which objection Defendant is obligated to assert on their behalf.  
26 Defendant also objects to this request as burdensome and harassing in that Plaintiff's counsel has  
27 been advised of Defendant's ongoing inability to access necessary files and records contained at its'  
28 main office in Morristown, New Jersey, for several months because of statewide closures due to

COVID-19. Furthermore, the pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing.

**REQUEST FOR INSPECTION NO. 56:**

All DOCUMENTS evidencing that YOU included the correct name of the employer on PLAINTIFF's wage statements during the CLASS PERIOD.

**RESPONSE TO DEMAND FOR INSPECTION NO. 56:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in scope and matter. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant also objects to the definition of "CLASS PERIOD" in that it seeks information pertaining to a period of time beyond Defendant's employment of Plaintiff's, and/or any purported putative class members. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request on the grounds it assumes facts not in evidence and calls for a legal conclusion. Defendant further objects to this request on the grounds that it seeks the confidential and/or proprietary information. Defendant further objects to this request to the extent it seeks production of the mental impressions or legal theories of defense counsel. Defendant also objects in so far as Plaintiff attempts to improperly shift her affirmative burden of proof by requiring this Defendant to define and disprove Plaintiff's entire case, and/or prove the negative. Defendant further objects to this request on the grounds that it is unreasonably burdensome, harassing, and oppressive. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Defendant also objects to this request as

1 burdensome and harassing in that Plaintiff's counsel has been advised of Defendant's ongoing  
2 inability to access necessary files and records contained at its' main office in Morristown, New  
3 Jersey, for several months because of statewide closures due to COVID-19. Furthermore, the  
4 pandemic has resulted in Defendant having limited ability to dedicate resources and personnel to  
5 investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly,  
6 discovery and investigation is ongoing and continuing.

7  
8 DATED: July 17, 2020

OGLETREE, DEAKINS, NASH, SMOAK &  
STEWART, P.C.

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10  
11 By: 

Patricia A. Matias  
Sean M. Kim

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13 Attorneys for Defendants CoWorx Staffing  
14 Services LLC and Michael Epstein  
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**PROOF OF SERVICE**

*Lysette Galvez v. CoWorx Staffing Services LLC, et al.*  
Case No. CGC-19-578983

I am and was at all times herein mentioned over the age of 18 years and not a party to the action in which this service is made. At all times herein mentioned I have been employed in the County of Orange in the office of a member of the bar of this court at whose direction the service was made. My business address is Park Tower, Fifteenth Floor, 695 Town Center Drive, Costa Mesa, CA 92626.

On July 17, 2020, I served the following document(s):

**DEFENDANT COWORX STAFFING SERVICES LLC'S RESPONSE TO PLAINTIFF  
LYSETTE GALVEZ'S DEMAND FOR INSPECTION OF DOCUMENTS, SET ONE**

by placing ☐ (the original) ☒ (a true copy thereof) in a sealed envelope addressed as stated on the attached service list.

☐ **BY MAIL:** I placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with the practice of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.'s practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

☒ **BY MAIL:** I deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid at Park Tower, Fifteenth Floor, 695 Town Center Drive, Costa Mesa, CA 92626.

☐ **BY OVERNIGHT DELIVERY:** I placed the sealed envelope(s) or package(s) designated by the express service carrier for collection and overnight delivery by following the ordinary business practices of Ogletree, Deakins, Nash, Smoak & Stewart P.C., Costa Mesa, California. I am readily familiar with Ogletree, Deakins, Nash, Smoak & Stewart P.C.'s practice for collecting and processing of correspondence for overnight delivery, said practice being that, in the ordinary course of business, correspondence for overnight delivery is deposited with delivery fees paid or provided for at the carrier's express service offices for next-day delivery.

☐ **BY MESSENGER SERVICE:** (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents in an envelope or package clearly labeled to identify the attorney being served with a receptionist or an individual in charge of the office. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not less than 18 years of age between the hours of eight in the morning and six in the evening.

☐ **BY FACSIMILE** by transmitting a facsimile transmission a copy of said document(s) to the following addressee(s) at the following number(s), in accordance with:

☐ the written confirmation of counsel in this action:

☐ [State Court motion, opposition, or reply only] Code of Civil Procedure section 1005(b):

☒ **BY E-MAIL OR ELECTRONIC TRANSMISSION:** Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the

documents to be sent to the person(s) at the e-mail addresses listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **(State)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on July 17, 2020, at Costa Mesa, California.

  
Sean M. Kim

**SERVICE LIST**

Kevin F. Woodall, Esq.  
WOODALL LAW OFFICES  
100 Pine Street, Suite 1250  
San Francisco, CA 94111  
Telephone: 415-413-4629  
Facsimile: 866-937-4109  
[kevin@woodalllaw.com](mailto:kevin@woodalllaw.com)

Attorneys for Plaintiff  
Lysette Galvez and those similarly situated

41763132.1

## EXHIBIT 5

Patricia A. Matias, CA Bar No. 254125  
patricia.matias@ogletree.com  
Sean M. Kim, CA Bar No. 271901  
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Attorneys for Defendants CoWorx Staffing  
Services LLC and Michael Epstein

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN FRANCISCO**

**UNLIMITED JURISDICTION**

LYSETTE GALVEZ, individually and on behalf  
of those similarly situated,

Plaintiffs,

vs.

COWORX STAFFING SERVICES LLC, a  
Delaware Corporation; MICHAEL EPSTEIN, an  
individual; and DOES 1 through 10, inclusive,

Defendants.

Case No. CGC-19-578983

**DEFENDANT COWORX STAFFING  
SERVICES LLC'S FURTHER  
RESPONSES TO PLAINTIFF LYSETTE  
GALVEZ'S SPECIAL  
INTERROGATORIES, SET ONE**

[Assigned for all purposes to The Honorable  
Garrett L. Wong, Dept. 610]

Action Filed: September 4, 2019  
Trial Date: None Set

PROPOUNDING PARTY: Plaintiff LYSETTE GALVEZ

RESPONDING PARTY: Defendant COWORX STAFFING SERVICES LLC

SET NO.: ONE (1) - FURTHER

Defendant COWORX STAFFING SERVICES LLC ("Defendant") hereby provides further  
responses to Plaintiff LYSETTE GALVEZ's ("Plaintiff") Special Interrogatories, Set One, as  
follows:

**I.****PRELIMINARY STATEMENT**

Defendant makes these responses solely for the purpose of this action. Defendant's responses to Plaintiff's Special Interrogatories ("Interrogatories") are made to the best of Defendant's present knowledge, information and belief. The responses are at all times subject to such additional or different information as discovery or further investigation may disclose and, while based on the present state of Defendant's recollection, are subject to such refreshing of recollection, and such additional knowledge of fact, as may result from Defendant's further discovery and/or investigation. Defendant reserves the right to make any use of, or to introduce at any hearing or trial, information and/or documents responsive to the Interrogatories discovered subsequent to the date of this response, including, but not limited to, any such documents or information obtained in discovery herein.

Any information provided in response to these Interrogatories is subject to any and all objections regarding competence, relevance, materiality, propriety and admissibility. Defendant reserves these objections and any other objections not stated herein that would require the exclusion of any information, if such information is offered as evidence at any time during this action. Defendant may interpose these objections at any time prior to and during the trial of this case. Defendant reserves the right to object on any ground at any time to such other or supplemental interrogatories as Plaintiff may at any time propound involving or relating to the subject matter of the Interrogatories.

Defendant makes no incidental or implied admissions by these responses. Accordingly, Plaintiff shall not construe Defendant's response or objection to any Interrogatory as Defendant's admission that it accepts or admits the existence of any facts assumed by the Interrogatory, and Plaintiff shall not construe Defendant's response or objection as admissible evidence of any such assumed facts.

**II.****GENERAL OBJECTIONS**

1  
2  
3 1. Defendant objects to each Interrogatory that calls for information protected from  
4 disclosure by the attorney-client privilege and/or the attorney work-product doctrine. Defendant will  
5 not provide any such privileged or protected information in response to any Interrogatory that seeks  
6 it.

7 2. Defendant objects to each Interrogatory that seeks confidential or private information  
8 regarding individuals who are not parties to this action, the disclosure of which would violate those  
9 individuals' right to privacy established and protected by the California Constitution.

10 3. Defendant objects to each Interrogatory that seeks the disclosure of confidential,  
11 proprietary, or competitively sensitive information of Defendant and/or any parent or subsidiary of  
12 any Defendant in this action.

13 4. Defendant objects to each Interrogatory that seeks information beyond the applicable  
14 statutes of limitations period.

15 5. Defendant objects to each Interrogatory that imposes upon Defendant requirements  
16 exceeding those set forth in the Code of Civil Procedure.

17 6. Defendant objects to each Interrogatory to the extent that it is overbroad, burdensome  
18 and oppressive, and the information requested is not reasonably available without undue burden  
19 and/or expense.

20 7. Defendant objects to each Interrogatory to the extent it seeks information concerning  
21 individuals whom Defendant cannot adequately represent in a class, collective, or representative  
22 action.

23 8. Defendant objects to each Interrogatory to the extent it is overly broad as to the time  
24 period and/or the scope of this litigation.

25 9. Defendant has not fully completed its investigation of the facts relating to this case,  
26 has not completed discovery in this action, and has not completed preparation for trial. Furthermore,  
27 the COVID-19 pandemic has had a dramatic impact on Defendant's business operations and severely  
28 limited its ability to dedicate resources into investigating circumstances surrounding Plaintiff's

claims, as well as accessing necessary records and files of Defendant that are located in its main office in New Jersey that was subject to statewide closure for several months. Therefore, Defendant's responses are based on its knowledge, information and belief at this time. It is anticipated that further discovery, independent investigation, legal research and analysis will supply additional facts and documents, add meaning to known facts or documents, as well as establish entirely new factual conclusions and legal contentions, all of which may lead to substantial additions to, changes in, and variations from the facts, admissions and denials herein set forth. The responses contained herein are made in good faith, but should in no way be to the prejudice of Defendant in relation to further discovery, research or analysis.

The foregoing Preliminary Statement and General Objections are incorporated by reference into each response stated below as though fully set forth in the response, regardless of whether the Preliminary Statement or General Objections are repeated therein. Plaintiff shall not construe Defendant's response or objection to any Interrogatory as a waiver to that Interrogatory by Defendant of any part of the foregoing Preliminary Statement, General Objections or any other objections reserved herein by Defendant.

### III.

#### **SPECIAL INTERROGATORIES AND RESPONSES**

##### **SPECIAL INTERROGATORY NO. 1:**

Identify all persons answering or supplying information in answering these interrogatories.

##### **FURTHER RESPONSE TO SPECIAL INTERROGATORY NO. 1:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to the interrogatory on the grounds that the term "identify" is vague and ambiguous in that it is undefined. Defendant objects to this interrogatory on the basis that it is overly broad, unduly burdensome, and oppressive. Defendant further objects to this interrogatory on the basis that it seeks information that is beyond the permissible scope of discovery set forth in *Code of Civil Procedure* section 2017.010. Defendant further objects that this interrogatory has been propounded solely to harass and annoy in that it is duplicative of Form Interrogatories-General No. 1.1 concurrently propounded herewith by Plaintiff on Defendant.

Defendant further objects to this interrogatory to the extent that it violates Code of Civil Procedure section 2030.230 and improperly calls for preparation of a compilation, abstract, or summary. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

**SPECIAL INTERROGATORY NO. 2:**

For each CLASS MEMBER (As used herein, the term “CLASS MEMBERS” means all current or former nonexempt employees who worked in California from **September 4, 2015** to the present for YOU.) (As used herein, “YOU” or “YOUR” shall mean **COWORX STAFFING SERVICES LLC**, and its servants, agents, subsidiaries, parent companies, partners, including but not limited to any of the named Defendants in this action, employees, representatives, divisions, attorneys, and anyone else acting on its behalf) employed by YOU in California during the CLASS PERIOD (As used herein, “CLASS PERIOD” shall mean from September 4, 2015 through the present), IDENTIFY (As used here, the term “IDENTIFY” or “IDENTIFYING” shall mean provide the name, home and work address, work and personal email address, and personal and work telephone number) each CLASS MEMBER.

**FURTHER RESPONSE TO SPECIAL INTERROGATORY NO. 2:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though set forth herein full. Defendant objects to this interrogatory as vague, ambiguous, and overbroad in that it is unlimited in time, scope, and matter. Defendant objects to the definition of “CLASS MEMBERS” as overbroad and outside the scope of the claims alleged in Plaintiff’s operative Complaint. Defendant objects to Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant also objects to the definition of “CLASS PERIOD” in that it seeks information pertaining to a period of time beyond Defendant’s employment of Plaintiff’s, and/or any purported putative class members. Defendant further objects to this interrogatory on the ground that it violates *Code of Civil Procedure* section 2030.230 as it calls for a compilation, abstract, or summary of or from documents. Furthermore, this interrogatory is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this interrogatory to the extent that it

1 seeks information that is neither relevant to the subject matter of this action, nor reasonably  
 2 calculated to lead to the discovery of admissible evidence. Defendant objects to this request to the  
 3 extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects  
 4 to this interrogatory to the extent that it violates the privacy rights of former and/or current  
 5 employees, and other third parties who are not parties to this action, which objection Defendant is  
 6 obligated to assert on their behalf. Defendant further objects to this request as improperly compound.  
 7 Subject to and without waiving the foregoing and general objections, Defendant responds as follows:  
 8 Defendant has been unable to access necessary files and records contained at its main office in  
 9 Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In  
 10 light of the pandemic, Defendant has had limited resources and personnel to investigate the  
 11 circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and  
 12 investigation is ongoing and continuing and Defendant is presently unable to provide a response to  
 13 this interrogatory. Defendant agrees to supplement the present response once resource and  
 14 accessibility issues have been resolved, and former and/or current employees have permitted release  
 15 of their private information sought in this interrogatory pursuant to a sanctioned *Belaire-West* notice.

16 **SPECIAL INTERROGATORY NO. 3:**

17 For each AGGRIEVED EMPLOYEE (As used herein, the term "AGGRIEVED  
 18 EMPLOYEES" means all current or former nonexempt employees who worked in California from  
 19 **September 4, 2018** to the present for the Defendants) employed by YOU in California during the  
 20 PAGA PERIOD (As used herein, "PAGA PERIOD" shall mean from September 4, 2018 through  
 21 the present), IDENTIFY each AGGRIEVED EMPLOYEE.

22 **FURTHER RESPONSE TO SPECIAL INTERROGATORY NO. 3:**

23 Defendant incorporates by reference its Preliminary Statement and General Objections as  
 24 though set forth herein full. Defendant objects to this interrogatory on the basis that it is overly broad,  
 25 unduly burdensome and oppressive. Defendant objects to the definition of "AGGRIEVED  
 26 EMPLOYEES" as overbroad and outside the scope of the claims alleged in Plaintiff's operative  
 27 Complaint. Defendant objects to Defendant further objects on the ground that this request seeks  
 28 information protected by the attorney-client privilege and/or the attorney work-product doctrine.

Defendant also objects to the definition of “CLASS PERIOD” in that it seeks information pertaining to a period of time beyond Defendant’s employment of Plaintiff’s, and/or any purported aggrieved employees. Defendant further objects to this interrogatory on the ground that it violates *Code of Civil Procedure* section 2030.230 as it calls for a compilation, abstract, or summary of or from documents. Furthermore, this interrogatory is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this interrogatory to the extent that it seeks information that is neither relevant to the subject matter of this action, nor reasonably calculated to lead to the discovery of admissible evidence. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this interrogatory to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Defendant further objects to this request as improperly compound. Defendant further objects to the extent that Plaintiff improperly seeks information subject to sequencing pursuant to *Code of Civil Procedure* section 2019.020(b). (See *Williams v. Superior Court* (2017) 3 Cal. 5th 531, 552). Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the circumstances surrounding Plaintiff’s claims in the present action. Accordingly, discovery and investigation is ongoing and continuing and Defendant is presently unable to provide a response to this interrogatory. Defendant agrees to supplement the present response once resource and accessibility issues have been resolved, and former and/or current employees have permitted release of their private information sought in this interrogatory pursuant to a sanctioned *Belaire-West* notice.

**SPECIAL INTERROGATORY NO. 4:**

Please state the total number of CLASS MEMBERS.

**FURTHER RESPONSE TO SPECIAL INTERROGATORY NO. 4:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though set forth herein full. Defendant objects to this interrogatory as vague, ambiguous, and

overbroad in that it is unlimited in time, scope, and matter. Defendant objects to the definition of “CLASS MEMBERS” as overbroad and outside the scope of the claims alleged in Plaintiff’s operative Complaint. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this interrogatory on the ground that it violates *Code of Civil Procedure* section 2030.230 as it calls for a compilation, abstract, or summary of or from documents. Furthermore, this interrogatory is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this interrogatory to the extent that it seeks information that is neither relevant to the subject matter of this action, nor reasonably calculated to lead to the discovery of admissible evidence. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this interrogatory to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Defendant further objects to this request as improperly compound. Furthermore, Defendant objects that the putative class is not presently ascertainable in light of Plaintiff’s improper definition contained herein, as well as Defendant’s long term inability to access necessary files and records contained at its main office in Morristown, New Jersey, because of statewide closures due to COVID-19. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the circumstances surrounding Plaintiff’s claims in the present action. Accordingly, discovery and investigation is ongoing and continuing and Defendant is presently unable to provide a response to this interrogatory. Defendant agrees to supplement the present response once resource and accessibility issues have been resolved.

**SPECIAL INTERROGATORY NO. 5:**

Please state the total number of AGGRIEVED EMPLOYEES.

**FURTHER RESPONSE TO SPECIAL INTERROGATORY NO. 5:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though set forth herein full. Defendant objects to this interrogatory as vague, ambiguous, and overbroad in that it is unlimited in time, scope, and matter. Defendant objects to the definition of “AGGRIEVED EMPLOYEES” as overbroad and outside the scope of the claims alleged in Plaintiff’s operative Complaint. Defendant objects to Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this interrogatory on the ground that it violates *Code of Civil Procedure* section 2030.230 as it calls for a compilation, abstract, or summary of or from documents. Furthermore, this interrogatory is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this interrogatory to the extent that it seeks information that is neither relevant to the subject matter of this action, nor reasonably calculated to lead to the discovery of admissible evidence. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this interrogatory to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Defendant further objects to this request as improperly compound. Defendant further objects that to the extent that Plaintiff improperly seeks information subject to sequencing pursuant to *Code of Civil Procedure* section 2019.020(b). (See *Williams v. Superior Court* (2017) 3 Cal. 5th 531, 552). Furthermore, Defendant objects that the number of aggrieved employees is not presently ascertainable in light of Plaintiff’s improper definition contained herein. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the circumstances surrounding Plaintiff’s claims in the present action. Accordingly, discovery and investigation is ongoing and continuing and Defendant is presently unable to provide a response to this interrogatory. Defendant agrees to supplement the present response once resource and accessibility issues have been resolved.

**SPECIAL INTERROGATORY NO. 6:**

Provide the starting and ending day for CLASS MEMBERS' WORKWEEK(S) (WORKWEEK shall have the same definition as set forth in California Labor Code § 500(b) and shall mean "any seven consecutive days, starting with the same calendar day each week. "Workweek" is a fixed and regularly recurring period of 168 hours, seven consecutive 24-hour periods).

**FURTHER RESPONSE TO SPECIAL INTERROGATORY NO. 6:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though set forth herein full. Defendant objects to this interrogatory as vague, ambiguous, and overbroad in that it is unlimited in time, scope, and matter. Defendant objects to the definition of "CLASS MEMBERS" as overbroad and outside the scope of the claims alleged in Plaintiff's operative Complaint. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this interrogatory on the ground that it violates *Code of Civil Procedure* section 2030.230 as it calls for a compilation, abstract, or summary of or from documents. Furthermore, this interrogatory is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this interrogatory to the extent that it seeks information that is neither relevant to the subject matter of this action, nor reasonably calculated to lead to the discovery of admissible evidence. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this interrogatory to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Defendant further objects to this request as improperly compound. Furthermore, Defendant objects that the putative class is not presently ascertainable in light of Plaintiff's improper definition contained herein. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to

1 investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly,  
2 discovery and investigation is ongoing and continuing and Defendant is presently unable to provide  
3 a response to this interrogatory. Defendant agrees to supplement the present response once resource  
4 and accessibility issues have been resolved.

5 **SPECIAL INTERROGATORY NO. 7:**

6 Provide the start and end time for CLASS MEMBERS' WORKDAY(S) (WORKDAY shall  
7 have the same definition as set forth in California Labor Code § 500(a) and shall mean "any  
8 consecutive 24-hour period commencing at the same time each calendar day").

9 **FURTHER RESPONSE TO SPECIAL INTERROGATORY NO. 7:**

10 Defendant incorporates by reference its Preliminary Statement and General Objections as  
11 though set forth herein full. Defendant objects to this interrogatory as vague, ambiguous, and  
12 overbroad in that it is unlimited in time, scope, and matter. Defendant objects to the definition of  
13 "CLASS MEMBERS" as overbroad and outside the scope of the claims alleged in Plaintiff's  
14 operative Complaint. Defendant further objects on the ground that this request  
15 seeks information protected by the attorney-client privilege and/or the attorney work-product  
16 doctrine. Defendant further objects to this interrogatory on the ground that it violates *Code of Civil*  
17 *Procedure* section 2030.230 as it calls for a compilation, abstract, or summary of or from documents.  
18 Furthermore, this interrogatory is argumentative to the extent it requires the adoption of an improper  
19 assumption. Defendant objects to this interrogatory to the extent that it seeks information that is  
20 neither relevant to the subject matter of this action, nor reasonably calculated to lead to the discovery  
21 of admissible evidence. Defendant objects to this request to the extent it seeks disclosure of  
22 confidential and/or proprietary information. Defendant further objects to this interrogatory to the  
23 extent that it violates the privacy rights of former and/or current employees, and other third parties  
24 who are not parties to this action, which objection Defendant is obligated to assert on their behalf.  
25 Defendant further objects to this request as improperly compound. Furthermore, Defendant objects  
26 that the putative class is not presently ascertainable in light of Plaintiff's improper definition  
27 contained herein. Subject to and without waiving the foregoing and general objections, Defendant  
28 responds as follows: Defendant has been unable to access necessary files and records contained at

its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing and Defendant is presently unable to provide a response to this interrogatory. Defendant agrees to supplement the present response once resource and accessibility issues have been resolved.

**SPECIAL INTERROGATORY NO. 8:**

Provide the total number of pay periods that CLASS MEMBERS worked when they worked for YOU.

**FURTHER RESPONSE TO SPECIAL INTERROGATORY NO. 8:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though set forth herein full. Defendant objects to this interrogatory as vague, ambiguous, and overbroad in that it is unlimited in time, scope, and matter. Defendant objects to the definition of "CLASS MEMBERS" as overbroad and outside the scope of the claims alleged in Plaintiff's operative Complaint. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this interrogatory on the ground that it violates *Code of Civil Procedure* section 2030.230 as it calls for a compilation, abstract, or summary of or from documents. Furthermore, this interrogatory is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this interrogatory to the extent that it seeks information that is neither relevant to the subject matter of this action, nor reasonably calculated to lead to the discovery of admissible evidence. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this interrogatory to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Defendant further objects to this request as improperly compound. Furthermore, Defendant objects that the putative class is not presently ascertainable in light of Plaintiff's improper definition contained herein. Subject to and without waiving the foregoing and general objections, Defendant

1 responds as follows: Defendant has been unable to access necessary files and records contained at  
 2 its main office in Morristown, New Jersey, for several months because of statewide closures due to  
 3 COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to  
 4 investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly,  
 5 discovery and investigation is ongoing and continuing and Defendant is presently unable to provide  
 6 a response to this interrogatory. Defendant agrees to supplement the present response once resource  
 7 and accessibility issues have been resolved.

8 **SPECIAL INTERROGATORY NO. 9:**

9 Provide the total number of pay periods that AGGRIEVED EMPLOYEES worked when they  
 10 worked for YOU.

11 **FURTHER RESPONSE TO SPECIAL INTERROGATORY NO. 9:**

12 Defendant incorporates by reference its Preliminary Statement and General Objections as  
 13 though set forth herein full. Defendant objects to this interrogatory as vague, ambiguous, and  
 14 overbroad in that it is unlimited in time, scope, and matter. Defendant objects to the definition of  
 15 "AGGRIEVED EMPLOYEES" as overbroad and outside the scope of the claims alleged in  
 16 Plaintiff's operative Complaint. Defendant objects to Defendant further objects on the ground that  
 17 this request seeks information protected by the attorney-client privilege and/or the attorney work-  
 18 product doctrine. Defendant further objects to this interrogatory on the ground that it violates *Code*  
 19 *of Civil Procedure* section 2030.230 as it calls for a compilation, abstract, or summary of or from  
 20 documents. Furthermore, this interrogatory is argumentative to the extent it requires the adoption of  
 21 an improper assumption. Defendant objects to this interrogatory to the extent that it seeks information  
 22 that is neither relevant to the subject matter of this action, nor reasonably calculated to lead to the  
 23 discovery of admissible evidence. Defendant objects to this request to the extent it seeks disclosure  
 24 of confidential and/or proprietary information. Defendant further objects to this interrogatory to the  
 25 extent that it violates the privacy rights of former and/or current employees, and other third parties  
 26 who are not parties to this action, which objection Defendant is obligated to assert on their behalf.  
 27 Defendant further objects to this request as improperly compound. Defendant further objects that to  
 28 the extent that Plaintiff improperly seeks information subject to sequencing pursuant to *Code of Civil*

1 *Procedure* section 2019.020(b). (See *Williams v. Superior Court* (2017) 3 Cal. 5th 531, 552).  
2 Furthermore, Defendant objects that the number of aggrieved employees is not presently  
3 ascertainable in light of Plaintiff's improper definition contained herein. Subject to and without  
4 waiving the foregoing and general objections, Defendant responds as follows: Defendant has been  
5 unable to access necessary files and records contained at its main office in Morristown, New Jersey,  
6 for several months because of statewide closures due to COVID-19. In light of the pandemic,  
7 Defendant has had limited resources and personnel to investigate the circumstances surrounding  
8 Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and  
9 continuing and Defendant is presently unable to provide a response to this interrogatory. Defendant  
10 agrees to supplement the present response once resource and accessibility issues have been resolved.

11  
12 DATED: August 17, 2020

OGLETREE, DEAKINS, NASH, SMOAK &  
STEWART, P.C.

13  
14  
15 By: 

Patricia A. Matias  
Sean M. Kim

16  
17 Attorneys for Defendants CoWorx Staffing  
18 Services LLC and Michael Epstein  
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**PROOF OF SERVICE**

*Lysette Galvez v. CoWorx Staffing Services LLC, et al.*  
Case No. CGC-19-578983

I am and was at all times herein mentioned over the age of 18 years and not a party to the action in which this service is made. At all times herein mentioned I have been employed in the County of Orange in the office of a member of the bar of this court at whose direction the service was made. My business address is Park Tower, Fifteenth Floor, 695 Town Center Drive, Costa Mesa, CA 92626.

On August 17, 2020, I served the following document(s):

**DEFENDANT COWORX STAFFING SERVICES LLC'S FURTHER RESPONSES TO  
PLAINTIFF LYSETTE GALVEZ'S SPECIAL INTERROGATORIES, SET ONE**

by placing ☐ (the original) ☒ (a true copy thereof) in a sealed envelope addressed as stated on the attached service list.

☐ **BY MAIL:** I placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with the practice of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.'s practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

☐ **BY MAIL:** I deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid at Park Tower, Fifteenth Floor, 695 Town Center Drive, Costa Mesa, CA 92626.

☐ **BY OVERNIGHT DELIVERY:** I placed the sealed envelope(s) or package(s) designated by the express service carrier for collection and overnight delivery by following the ordinary business practices of Ogletree, Deakins, Nash, Smoak & Stewart P.C., Costa Mesa, California. I am readily familiar with Ogletree, Deakins, Nash, Smoak & Stewart P.C.'s practice for collecting and processing of correspondence for overnight delivery, said practice being that, in the ordinary course of business, correspondence for overnight delivery is deposited with delivery fees paid or provided for at the carrier's express service offices for next-day delivery.

☐ **BY MESSENGER SERVICE:** (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents in an envelope or package clearly labeled to identify the attorney being served with a receptionist or an individual in charge of the office. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not less than 18 years of age between the hours of eight in the morning and six in the evening.

☐ **BY FACSIMILE** by transmitting a facsimile transmission a copy of said document(s) to the following addressee(s) at the following number(s), in accordance with:

☐ the written confirmation of counsel in this action:

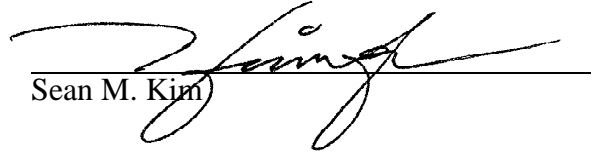
☐ [State Court motion, opposition, or reply only] Code of Civil Procedure section 1005(b):

☒ **BY E-MAIL OR ELECTRONIC TRANSMISSION:** Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the

1 documents to be sent to the person(s) at the e-mail addresses listed on the attached service  
2 list. I did not receive, within a reasonable time after the transmission, any electronic message  
or other indication that the transmission was unsuccessful.

3 ☒ (State) I declare under penalty of perjury under the laws of the State of California that  
4 the above is true and correct.

5 Executed on August 17, 2020, at Costa Mesa, California.

6   
7 Sean M. Kim

**SERVICE LIST**

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41763376.1

## EXHIBIT 6

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Attorneys for Defendants CoWorx Staffing  
Services LLC and Michael Epstein

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN FRANCISCO**

**UNLIMITED JURISDICTION**

LYSETTE GALVEZ, individually and on behalf  
of those similarly situated,

Plaintiffs,

vs.

COWORX STAFFING SERVICES LLC, a  
Delaware Corporation; MICHAEL EPSTEIN, an  
individual; and DOES 1 through 10, inclusive,

Defendants.

Case No. CGC-19-578983

**DEFENDANT COWORX STAFFING  
SERVICES LLC'S FURTHER  
RESPONSES TO PLAINTIFF LYSETTE  
GALVEZ'S DEMAND FOR INSPECTION  
OF DOCUMENTS, SET ONE**

[Assigned for all purposes to The Honorable  
Garrett L. Wong, Dept. 610]

Action Filed: September 4, 2019  
Trial Date: None Set

PROPOUNDING PARTY: Plaintiff LYSETTE GALVEZ

RESPONDING PARTY: Defendant COWORX STAFFING SERVICES LLC

SET NO.: ONE (1) - FURTHER

Defendant COWORX STAFFING SERVICES LLC ("Defendant") hereby provides further  
responses to Plaintiff LYSETTE GALVEZ's ("Plaintiff") Demand for Inspection of Documents, Set  
One, as follows:

///

///

**I.****PRELIMINARY STATEMENT**

Defendant makes these responses solely for the purpose of this action. Defendant's responses to Plaintiff's Demand for Inspection of Documents ("Demand") are made to the best of Defendant's present knowledge, information and belief. The responses are at all times subject to such additional or different information as discovery or further investigation may disclose and, while based on the present state of Defendant's recollection, are subject to such refreshing of recollection, and such additional knowledge of fact, as may result from Defendant's further discovery and/or investigation. Defendant reserves the right to make any use of, or to introduce at any hearing or trial, information and/or documents responsive to the Demands discovered subsequent to the date of this response, including, but not limited to, any such documents or information obtained in discovery herein.

Any information provided in response to these Demands is subject to any and all objections regarding competence, relevance, materiality, propriety and admissibility. Defendant reserves these objections and any other objections not stated herein that would require the exclusion of any information, if such information is offered as evidence at any time during this action. Defendant may interpose these objections at any time prior to and during the trial of this case. Defendant reserves the right to object on any ground at any time to such other or supplemental Demands as Plaintiff may at any time propound involving or relating to the subject matter of the Demands.

Defendant makes no incidental or implied admissions by these responses. Accordingly, Plaintiff shall not construe Defendant's response or objection to any Demand as Defendant's admission that it accepts or admits the existence of any facts assumed by the Demand, and Plaintiff shall not construe Defendant's response or objection as admissible evidence of any such assumed facts.

**II.****GENERAL OBJECTIONS**

1. Defendant objects to each Demand that calls for information protected from disclosure by the attorney-client privilege and/or the attorney work-product doctrine. Defendant will not provide any such privileged or protected information in response to any Demand that seeks it.

2. Defendant objects to each Demand that seeks confidential or private information regarding individuals who are not parties to this action, the disclosure of which would violate those individuals' right to privacy established and protected by the California Constitution.

3. Defendant objects to each Demand that seeks the disclosure of confidential, proprietary, or competitively sensitive information of Defendant and/or any parent or subsidiary of any Defendant in this action.

4. Defendant objects to each Demand that seeks information beyond the applicable statutes of limitations period.

5. Defendant objects to each Demand that imposes upon Defendant requirements exceeding those set forth in the Code of Civil Procedure.

6. Defendant objects to each Demand to the extent that it is overbroad, burdensome and oppressive, and the information Demanded is not reasonably available without undue burden and/or expense.

7. Defendant objects to each Demand to the extent it seeks information concerning individuals whom Defendant cannot adequately represent in a class, collective, or representative action.

8. Defendant objects to each Demand to the extent it fails to identify with reasonable particularity the type of documents sought from Defendant.

9. Defendant objects to each Demand to the extent it is overly broad as to the time period and/or the scope of this litigation.

10. Defendant has not fully completed its investigation of the facts relating to this case, has not completed discovery in this action, and has not completed preparation for trial. Furthermore, the COVID-19 pandemic has had a dramatic impact on Defendant's business operations and severely limited its ability to dedicate resources into investigating circumstances surrounding Plaintiff's claims, as well as accessing necessary records and files of Defendant that are located in its main office in New Jersey that was subject to statewide closure for several months. Therefore, Defendant's responses are based on its knowledge, information and belief at this time. It is anticipated that further discovery, independent investigation, legal research and analysis will supply additional facts and

documents, add meaning to known facts or documents, as well as establish entirely new factual conclusions and legal contentions, all of which may lead to substantial additions to, changes in, and variations from the facts, admissions and denials herein set forth. The responses contained herein are made in good faith, but should in no way be to the prejudice of Defendant in relation to further discovery, research or analysis.

The foregoing Preliminary Statement and General Objections are incorporated by reference into each response stated below as though fully set forth in the response, regardless of whether the Preliminary Statement or General Objections are repeated therein. Plaintiff shall not construe Defendant's response or objection to any Demand as a waiver to that Demand by Defendant of any part of the foregoing Preliminary Statement, General Objections or any other objections reserved herein by Defendant.

### III.

#### **DEMANDS FOR INSPECTION AND RESPONSES**

##### **DEMAND FOR INSPECTION NO. 1:**

The PLAINTIFF'S complete PERSONNEL FILE. (The term "PLAINTIFF" shall mean **LYSETTE GALVEZ**) (The term "PERSONNEL FILE" shall mean and include any and all records maintained either in the normal course of business or for any special purpose with respect to the application, course of employment, and termination of any employee of Defendant, and specifically includes applications, disciplinary notices, performance evaluations, employment histories or summaries, records of residential address and telephone numbers, termination notices, job assignments or classification records, compensation, payroll records, background checks, and other similar records. The term "PERSONNEL FILE" includes, but is not limited to, all writings within the meaning of Labor Code §§ 226 and 1198.5.)

##### **FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 1:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects

to this request as vague, ambiguous, overbroad, and unintelligible in that it provides two alternate definitions for the term “PERSONNEL FILE.” Defendant objects to this request to the extent that it seeks information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent it seeks information that is protected from disclosure under the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to the extent that this request seeks documents equally accessible to Plaintiff and previously produced. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the circumstances surrounding Plaintiff’s claims in the present action. Accordingly, discovery and investigation is ongoing and continuing. Defendant agrees to produce Plaintiff’s personnel file that is in its possession, custody, and control once resource and accessibility issues have been resolved.

**DEMAND FOR INSPECTION NO. 2:**

All DOCUMENTS evidencing PLAINTIFF’S job duties while she worked for YOU, including but not limited to performance appraisals or evaluations, commendations, awards, and/or letters of thanks, background investigations and related disclosure forms, recognition or appreciation or any other similar DOCUMENTS. (As used herein, “YOU” or “YOUR” shall mean **COWORX STAFFING SERVICES LLC**, and its servants, agents, subsidiaries, parent companies, partners, including but not limited to any of the named Defendants in this action, employees, representatives, divisions, attorneys, and anyone else acting on its behalf)(As used herein, the terms “DOCUMENT” or “DOCUMENTS” are used in their customary broad sense and include but are not limited to any kind of written, typewritten, printed, reproduced, recorded or stored material whatsoever, whether printed, recorded or stored electronically, magnetically or otherwise, or reproduced by hand, including, but without limitation, notes, memoranda, emails, letters, reports, telegrams, telex communications, publications, contracts, recordings, transcriptions of recordings and business

1 records, books of accounts, ledgers, balance sheets, financial statements and all other financial  
 2 documents of any kind, diaries, telephone logs, telephone bills, appointment books, desk calendars,  
 3 drafts, working papers, routing slips and similar materials and shall include, without limitation,  
 4 originals, file copies, and all non-identical duplicates, no matter how produced, prepared, stored,  
 5 recorded or reproduced. "DOCUMENT" or "DOCUMENTS" includes all associated metadata and  
 6 ELECTRONICALLY STORED INFORMATION ("ESI") which means all information that is  
 7 stored in an ELECTRONIC medium as defined by California Code of Civil Procedure § 2016.020(e).  
 8 The term "ELECTRONIC" means "technology having electric, digital, magnetic, wireless, optical,  
 9 electromagnetic or similar capabilities as defined in California Code of Civil Procedure  
 10 § 2016.020(d)." This request is intended to include DOCUMENTS and things which the Defendant  
 11 (a) owns in whole or in part, (b) has a right by contract, statute or otherwise to use, inspect, examine  
 12 or copy such DOCUMENT on any terms, (c) has an understanding, express or implied, that it may  
 13 use, inspect, examine or copy such DOCUMENT on any terms, or (d) has, as a practical matter, been  
 14 able to use, inspect, examine or copy such DOCUMENT when it has sought to do so. Such  
 15 DOCUMENTS shall include, without limitation, DOCUMENTS that are in the custody of the  
 16 Defendant's attorneys) or other agents.)

#### 17 **FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 2:**

18 Defendant incorporates by reference its Preliminary Statement and General Objections as  
 19 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
 20 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
 21 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects  
 22 on the ground that this request seeks information protected by the attorney-client privilege and/or the  
 23 attorney work-product doctrine. Defendant objects to this request to the extent that it seeks  
 24 information that is neither relevant to the subject matter of this action nor reasonably calculated to  
 25 lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent  
 26 it requires the adoption of an improper assumption. Defendant further objects to the extent that this  
 27 request seeks documents equally accessible to Plaintiff and previously produced. Defendant further  
 28 objects that this request is unintelligible, as phrased. Subject to and without waiving the foregoing

1 and general objections, and based upon Defendant's interpretation of the present request, Defendant  
 2 responds as follows: Defendant has been unable to access necessary files and records contained at  
 3 its main office in Morristown, New Jersey, for several months because of statewide closures due to  
 4 COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to  
 5 investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly,  
 6 discovery and investigation is ongoing and continuing. Defendant agrees to produce job descriptions  
 7 for the positions held by Plaintiff that are in its possession, custody, and control once resource and  
 8 accessibility issues have been resolved.

9 **REQUEST FOR INSPECTION NO. 3:**

10 All DOCUMENTS signed by PLAINTIFF concerning PLAINTIFF'S employment with  
 11 YOU as defined by Labor Code § 432 including but not limited to background investigations and  
 12 related disclosure forms.

13 **FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 3:**

14 Defendant incorporates by reference its Preliminary Statement and General Objections as  
 15 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
 16 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
 17 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects  
 18 on the ground that this request seeks information protected by the attorney-client privilege and/or the  
 19 attorney work-product doctrine. Defendant objects to this request to the extent that it seeks  
 20 information that is neither relevant to the subject matter of this action nor reasonably calculated to  
 21 lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent  
 22 it requires the adoption of an improper assumption. Defendant objects to this request on the grounds  
 23 that it calls for a legal conclusion. Subject to and without waiving the foregoing and general  
 24 objections, Defendant responds as follows: Defendant shall produce job descriptions for the positions  
 25 held by Plaintiff that are in its possession, custody, and control. Subject to and without waiving the  
 26 foregoing and general objections, Defendant responds as follows: Defendant has been unable to  
 27 access necessary files and records contained at its main office in Morristown, New Jersey, for several  
 28 months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has

1 had limited resources and personnel to investigate the circumstances surrounding Plaintiff's claims  
2 in the present action. Accordingly, discovery and investigation is ongoing and continuing. Defendant  
3 agrees to produce documents signed by Plaintiff that are in its possession, custody, and control once  
4 resource and accessibility issues have been resolved.

5 **REQUEST FOR INSPECTION NO. 4:**

6 All DOCUMENTS signed by PLAINTIFF in YOUR possession, custody, or control.

7 **FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 4:**

8 Defendant incorporates by reference its Preliminary Statement and General Objections as  
9 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
10 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
11 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects  
12 on the ground that this request seeks information protected by the attorney-client privilege and/or the  
13 attorney work-product doctrine. Defendant objects to this request to the extent that it seeks  
14 information that is neither relevant to the subject matter of this action nor reasonably calculated to  
15 lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent  
16 it requires the adoption of an improper assumption. Defendant further objects that this request has  
17 been propounded solely to harass and annoy in that it is duplicative of Request for Production No. 3.  
18 Subject to and without waiving the foregoing and general objections, Defendant responds as follows:  
19 Defendant shall produce job descriptions for the positions held by Plaintiff that are in its possession,  
20 custody, and control. Subject to and without waiving the foregoing and general objections, Defendant  
21 responds as follows: Defendant has been unable to access necessary files and records contained at  
22 its main office in Morristown, New Jersey, for several months because of statewide closures due to  
23 COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to  
24 investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly,  
25 discovery and investigation is ongoing and continuing. Defendant agrees to produce documents  
26 signed by Plaintiff that are in its possession, custody, and control once resource and accessibility  
27 issues have been resolved.

**REQUEST FOR INSPECTION NO. 5:**

The complete contents of any other file or files, other than the PERSONNEL FILE of PLAINTIFF, concerning the PLAINTIFF while PLAINTIFF worked for YOU.

**FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 5:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant objects to this request to the extent that it seeks information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant further objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf.

**REQUEST FOR INSPECTION NO. 6:**

All DOCUMENTS explaining PLAINTIFF'S job duties while PLAINTIFF worked for YOU.

**FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 6:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant objects to this request to the extent that it seeks information that is neither relevant to the subject matter of this action nor reasonably calculated to

lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant further objects to the extent that this request seeks documents equally accessible to Plaintiff and previously produced. Defendant further objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects that this request has been propounded solely to harass and annoy in that it is duplicative of Request for Production, No. 2. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing. Defendant agrees to produce job descriptions for the positions held by Plaintiff that are in its possession, custody, and control once resource and accessibility issues have been resolved.

**REQUEST FOR INSPECTION NO. 7:**

All DOCUMENTS evidencing all sources of compensation, including but not limited to descriptions of any commission programs, overtime compensation, vacation, bonus, pension, or retirement plans to which PLAINTIFF was eligible to receive at any time while PLAINTIFF worked for YOU.

**FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 7:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant objects to this request to the extent that it seeks information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant further objects to this request to the

1 extent it seeks disclosure of confidential and/or proprietary information. Subject to and without  
2 waiving the foregoing and general objections, Defendant responds as follows: Defendant has been  
3 unable to access necessary files and records contained at its main office in Morristown, New Jersey,  
4 for several months because of statewide closures due to COVID-19. In light of the pandemic,  
5 Defendant has had limited resources and personnel to investigate the circumstances surrounding  
6 Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and  
7 continuing. Defendant agrees to produce any non-privileged documents responsive to this request  
8 that is in its possession, custody, and control once resource and accessibility issues have been  
9 resolved.

10 **REQUEST FOR INSPECTION NO. 8:**

11 A full and complete copy of any collective bargaining agreements that governed  
12 PLAINTIFF'S employment.

13 **FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 8:**

14 Defendant incorporates by reference its Preliminary Statement and General Objections as  
15 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
16 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
17 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects  
18 on the ground that this request seeks information protected by the attorney-client privilege and/or the  
19 attorney work-product doctrine. Defendant objects to this request to the extent that it seeks  
20 information that is neither relevant to the subject matter of this action nor reasonably calculated to  
21 lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent  
22 it requires the adoption of an improper assumption. Defendant further objects to this request to the  
23 extent it seeks disclosure of confidential and/or proprietary information. Subject to and without  
24 waiving the foregoing and general objections, Defendant responds as follows: Defendant has been  
25 unable to access necessary files and records contained at its main office in Morristown, New Jersey,  
26 for several months because of statewide closures due to COVID-19. In light of the pandemic,  
27 Defendant has had limited resources and personnel to investigate the circumstances surrounding  
28 Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and

continuing. To the extent that any non-privileged document responsive to this request is in Defendant's possession, custody, and control, Defendant agrees to produce said documents once resource and accessibility issues have been resolved. Defendant further agrees to supplement the present response to the extent no responsive documents are determined to be within its possession, custody, or control.

**REQUEST FOR INSPECTION NO. 9:**

All DOCUMENTS evidencing YOUR requirement that PLAINTIFF drive a car while working for YOU.

**FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 9:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant objects to this request to the extent that it seeks information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant further objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to that this request is unintelligible, as written. Subject to and without waiving the foregoing and general objections, and based upon Defendant's understanding of the present request, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing. To the extent that any non-privileged document responsive to this request is in Defendant's possession, custody, and control, Defendant agrees to produce said documents once resource and accessibility issues have been resolved.

1 Defendant further agrees to supplement the present response to the extent no responsive documents  
2 are determined to be within its possession, custody, or control.

3 **REQUEST FOR INSPECTION NO. 10:**

4 All DOCUMENTS evidencing YOUR requirement that PLAINTIFF had to have a personal  
5 cell phone while working for YOU.

6 **FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 10:**

7 Defendant incorporates by reference its Preliminary Statement and General Objections as  
8 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
9 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
10 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects  
11 on the ground that this request seeks information protected by the attorney-client privilege and/or the  
12 attorney work-product doctrine. Defendant objects to this request to the extent that it seeks  
13 information that is neither relevant to the subject matter of this action nor reasonably calculated to  
14 lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent  
15 it requires the adoption of an improper assumption. Defendant further objects to this request to the  
16 extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects  
17 to that this request is unintelligible, as written. Subject to and without waiving the foregoing and  
18 general objections, and based upon Defendant's understanding of the present request, Defendant  
19 responds as follows: Defendant has been unable to access necessary files and records contained at  
20 its main office in Morristown, New Jersey, for several months because of statewide closures due to  
21 COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to  
22 investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly,  
23 discovery and investigation is ongoing and continuing. To the extent that any non-privileged  
24 document responsive to this request is in Defendant's possession, custody, and control, Defendant  
25 agrees to produce said documents once resource and accessibility issues have been resolved.  
26 Defendant further agrees to supplement the present response to the extent no responsive documents  
27 are determined to be within its possession, custody, or control.

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**REQUEST FOR INSPECTION NO. 11:**

All DOCUMENTS evidencing YOUR reimbursement policies.

**FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 11:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time and scope. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant objects to this request to the extent that it seeks information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant further objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing. To the extent that any non-privileged document responsive to this request is in Defendant's possession, custody, and control, Defendant agrees to produce said documents once resource and accessibility issues have been resolved. Defendant further agrees to supplement the present response to the extent no responsive documents are determined to be within its possession, custody, or control.

**REQUEST FOR INSPECTION NO. 12:**

All DOCUMENTS evidencing any request made by CLASS MEMBERS (As used herein, the term "CLASS MEMBERS" means all current or former nonexempt employees who worked in California from **September 4, 2015** to the present for YOU.) seeking reimbursement for EMPLOYMENT RELATED EXPENSES (The term "EMPLOYMENT RELATED EXPENSES"

1 shall mean expenses any employee made toward work related expenses, such as mileage, gas, auto  
2 repair, auto insurance, cell phones, internet, communications devices, etc.) for which YOU did not  
3 pay.

4 **FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 12:**

5 Defendant incorporates by reference its Preliminary Statement and General Objections as  
6 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
7 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
8 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant objects to the  
9 definition of “CLASS MEMBERS” as overbroad and outside the scope of the claims alleged in  
10 Plaintiff’s operative Complaint. Furthermore, Defendant objects that the putative class is not  
11 presently ascertainable in light of Plaintiff’s improper definition contained herein. Defendant further  
12 objects to the definition of “EMPLOYMENT RELATED EXPENSES” as vague, ambiguous, and  
13 overbroad. Defendant further objects that this request calls for a legal conclusion. Defendant objects  
14 to Defendant further objects on the ground that this request seeks information protected by the  
15 attorney-client privilege and/or the attorney work-product doctrine. Furthermore, this request is  
16 argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to  
17 this request to the extent that it seeks information that is neither relevant to the subject matter of this  
18 action, nor reasonably calculated to lead to the discovery of admissible evidence. Defendant objects  
19 to this request to the extent it seeks disclosure of confidential and/or proprietary information.  
20 Defendant further objects to this request to the extent that it violates the privacy rights of former  
21 and/or current employees, and other third parties who are not parties to this action, which objection  
22 Defendant is obligated to assert on their behalf. Subject to and without waiving the foregoing and  
23 general objections, Defendant responds as follows: Defendant has been unable to access necessary  
24 files and records contained at its main office in Morristown, New Jersey, for several months because  
25 of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited  
26 resources and personnel to investigate the circumstances surrounding Plaintiff’s claims in the present  
27 action. Accordingly, discovery and investigation is ongoing and continuing. To the extent that any  
28 non-privileged document responsive to this request is in Defendant’s possession, custody, and

control, Defendant agrees to produce said documents once resource and accessibility issues have been resolved and former and/or current employees have permitted release of such a document pursuant to a sanctioned *Belaire-West* notice. Defendant further agrees to supplement the present response to the extent no responsive documents are determined to be within its possession, custody, or control.

**REQUEST FOR INSPECTION NO. 13:**

All DOCUMENTS evidencing any payment YOU made to any CLASS MEMBER for EMPLOYMENT RELATED EXPENSES during the CLASS PERIOD (As used herein, “CLASS PERIOD” shall mean from September 4, 2015 through the present).

**FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 13:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant objects to the definition of “CLASS MEMBER” as overbroad and outside the scope of the claims alleged in Plaintiff’s operative Complaint. Furthermore, Defendant objects that the putative class is not presently ascertainable in light of Plaintiff’s improper definition contained herein. Defendant further objects to the definition of “EMPLOYMENT RELATED EXPENSES” as vague, ambiguous, and overbroad. Defendant also objects to the definition of “CLASS PERIOD” in that it seeks information pertaining to a period of time beyond Defendant’s employment of Plaintiff’s, and/or any purported putative class members. Defendant further objects that this request calls for a legal conclusion. Defendant objects to Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent that it seeks information that is neither relevant to the subject matter of this action, nor reasonably calculated to lead to the discovery of admissible evidence. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the

1 privacy rights of former and/or current employees, and other third parties who are not parties to this  
 2 action, which objection Defendant is obligated to assert on their behalf. Subject to and without  
 3 waiving the foregoing and general objections, Defendant responds as follows: Defendant has been  
 4 unable to access necessary files and records contained at its main office in Morristown, New Jersey,  
 5 for several months because of statewide closures due to COVID-19. In light of the pandemic,  
 6 Defendant has had limited resources and personnel to investigate the circumstances surrounding  
 7 Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and  
 8 continuing. To the extent that any non-privileged document responsive to this request is in  
 9 Defendant's possession, custody, and control, Defendant agrees to produce said documents once  
 10 resource and accessibility issues have been resolved and former and/or current employees have  
 11 permitted release of such a document pursuant to a sanctioned *Belaire-West* notice. Defendant further  
 12 agrees to supplement the present response to the extent no responsive documents are determined to  
 13 be within its possession, custody, or control.

14 **REQUEST FOR INSPECTION NO. 14:**

15 All procedures, memoranda, employment/personnel manuals or handbooks, instructional  
 16 materials, or other DOCUMENTS that evidence YOUR policies and procedures governing  
 17 employment conditions of any kind applicable to CLASS MEMBERS during the CLASS PERIOD.

18 **FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 14:**

19 Defendant incorporates by reference its Preliminary Statement and General Objections as  
 20 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
 21 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
 22 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects  
 23 to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case.  
 24 Defendant objects to the definition of "CLASS MEMBER" as overbroad and outside the scope of  
 25 the claims alleged in Plaintiff's operative Complaint. Furthermore, Defendant objects that the  
 26 putative class is not presently ascertainable in light of Plaintiff's improper definition contained  
 27 herein. Defendant further objects to the definition of "EMPLOYMENT RELATED EXPENSES" as  
 28 vague, ambiguous, and overbroad. Defendant also objects to the definition of "CLASS PERIOD" in

that it seeks information pertaining to a period of time beyond Defendant's employment of Plaintiff's, and/or any purported putative class members. Defendant further objects that this request calls for a legal conclusion. Defendant objects to Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent that it seeks information that is neither relevant to the subject matter of this action, nor reasonably calculated to lead to the discovery of admissible evidence. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing. Defendant agrees to produce any non-privileged documents responsive to this request that is in its possession, custody, and control once resource and accessibility issues have been resolved.

**REQUEST FOR INSPECTION NO. 15:**

All DOCUMENTS evidencing PLAINTIFF'S hours worked while PLAINTIFF worked for YOU, including but not limited to PLAINTIFF'S time cards/sheets, schedules, pay records, wage and earning statements, evidence of lunch breaks provided, rest periods, etc.

**FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 15:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant objects to this request to the extent that it seeks information that is neither relevant to the subject matter of this action nor reasonably calculated to

1 lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent  
2 it requires the adoption of an improper assumption. Defendant further objects to this request to the  
3 extent it seeks disclosure of confidential and/or proprietary information. Subject to and without  
4 waiving the foregoing and general objections, Defendant responds as follows: Defendant has been  
5 unable to access necessary files and records contained at its main office in Morristown, New Jersey,  
6 for several months because of statewide closures due to COVID-19. In light of the pandemic,  
7 Defendant has had limited resources and personnel to investigate the circumstances surrounding  
8 Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and  
9 continuing. Defendant agrees to produce any non-privileged documents responsive to this request  
10 that are in its possession, custody, and control once resource and accessibility issues have been  
11 resolved.

12 **REQUEST FOR INSPECTION NO. 16:**

13 All PAYROLL INFORMATION (As used herein, the term "PAYROLL INFORMATION"  
14 is defined as including any computerized and machine-readable databases, reports, and any other  
15 type of DOCUMENTS RELATING TO the PLAINTIFFS' part-time or full-time status, permanent  
16 or temporary status, casual and/or permanent hire dates, work schedules, initial pay rates, any  
17 subsequent pay rates or adjustments (including the dates of such subsequent rates or adjustments),  
18 amount and dates of any wages paid, including whether they were regular or overtime wages, total  
19 compensation, hours worked, and any other fields compiled for YOUR payroll functions, including  
20 providing a key for interpreting any codes used to interpret the data, as well as any DOCUMENTS  
21 describing, explaining or pertaining to the methods and techniques used in compiling, editing,  
22 modifying or updating computer databases, if any, paystubs and W-2's) for the PLAINTIFF.

23 **FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 16:**

24 Defendant incorporates by reference its Preliminary Statement and General Objections as  
25 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
26 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
27 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects  
28 on the ground that this request seeks information protected by the attorney-client privilege and/or the

1 attorney work-product doctrine. Defendant further objects to the definition of “PAYROLL  
2 INFORMATION” as vague, ambiguous, overbroad. Defendant objects to this request to the extent  
3 that it seeks information that is neither relevant to the subject matter of this action nor reasonably  
4 calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative  
5 to the extent it requires the adoption of an improper assumption. Defendant further objects to this  
6 request to the extent it seeks disclosure of confidential and/or proprietary information. Subject to and  
7 without waiving the foregoing and general objections, Defendant responds as follows: Defendant  
8 has been unable to access necessary files and records contained at its main office in Morristown,  
9 New Jersey, for several months because of statewide closures due to COVID-19. In light of the  
10 pandemic, Defendant has had limited resources and personnel to investigate the circumstances  
11 surrounding Plaintiff’s claims in the present action. Accordingly, discovery and investigation is  
12 ongoing and continuing. Defendant agrees to produce any non-privileged documents responsive to  
13 this request that is in its possession, custody, and control once resource and accessibility issues have  
14 been resolved.

15 **REQUEST FOR INSPECTION NO. 17:**

16 All PAYROLL INFORMATION for the CLASS MEMBERS.

17 **FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 17:**

18 Defendant incorporates by reference its Preliminary Statement and General Objections as  
19 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
20 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
21 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time  
22 and scope. Defendant further objects to this request as unduly burdensome, oppressive, and  
23 disproportionate to the needs of the case. Defendant objects to the definition of “CLASS  
24 MEMBERS” as overbroad and outside the scope of the claims alleged in Plaintiff’s operative  
25 Complaint. Furthermore, Defendant objects that the putative class is not presently ascertainable in  
26 light of Plaintiff’s improper definition contained herein. Defendant further objects to the definition  
27 of “PAYROLL INFORMATION” as vague, ambiguous, overbroad. Defendant further objects on  
28 the ground that this request seeks information protected by the attorney-client privilege and/or the

1 attorney work-product doctrine. Defendant objects to this request to the extent that it seeks  
2 information that is neither relevant to the subject matter of this action nor reasonably calculated to  
3 lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent  
4 it requires the adoption of an improper assumption. Defendant objects to this request to the extent it  
5 seeks disclosure of confidential and/or proprietary information. Defendant further objects to this  
6 request to the extent that it violates the privacy rights of former and/or current employees, and other  
7 third parties who are not parties to this action, which objection Defendant is obligated to assert on  
8 their behalf. Subject to and without waiving the foregoing and general objections, Defendant  
9 responds as follows: Defendant has been unable to access necessary files and records contained at  
10 its main office in Morristown, New Jersey, for several months because of statewide closures due to  
11 COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to  
12 investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly,  
13 discovery and investigation is ongoing and continuing. Defendant agrees to produce any non-  
14 privileged documents responsive to this request that is in its possession, custody, and control once  
15 resource and accessibility issues have been resolved and former and/or current employees have  
16 permitted release of such a document pursuant to a sanctioned *Belaire-West* notice.

17 **REQUEST FOR INSPECTION NO. 18:**

18 All work schedules identifying the locations (by name and address) at which PLAINTIFF  
19 was present for each workday PLAINTIFF worked during the CLASS PERIOD, including but not  
20 limited to the date and time PLAINTIFF was present at that location.

21 **FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 18:**

22 Defendant incorporates by reference its Preliminary Statement and General Objections as  
23 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
24 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
25 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant also objects to  
26 the definition of "CLASS PERIOD" in that it seeks information pertaining to a period of time beyond  
27 Defendant's employment of Plaintiff's, and/or any purported putative class members. Defendant  
28 objects that this request is improperly compound. Defendant further objects on the ground that this

request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant objects to this request to the extent that it seeks information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant further objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing. Defendant agrees to produce any non-privileged documents responsive to this request that are in its possession, custody, and control once resource and accessibility issues have been resolved.

**REQUEST FOR INSPECTION NO. 19:**

All work schedules identifying the locations (by name and address) at which CLASS MEMBERS were present for each workday during the CLASS PERIOD, including but not limited to the date and time each CLASS MEMBER was present at that location.

**FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 19:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time and scope. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant objects to the definition of "CLASS MEMBERS" as overbroad and outside the scope of the claims alleged in Plaintiff's operative Complaint. Furthermore, Defendant objects that the putative class is not presently ascertainable in light of Plaintiff's improper definition contained herein. Defendant also objects to the definition of "CLASS PERIOD" in that it seeks information pertaining to a period of time beyond Defendant's

1 employment of Plaintiff's, and/or any purported putative class members. Defendant further objects  
2 on the ground that this request seeks information protected by the attorney-client privilege and/or the  
3 attorney work-product doctrine. Defendant objects to this request to the extent that it seeks  
4 information that is neither relevant to the subject matter of this action nor reasonably calculated to  
5 lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent  
6 it requires the adoption of an improper assumption. Defendant objects to this request to the extent it  
7 seeks disclosure of confidential and/or proprietary information. Defendant further objects to this  
8 request to the extent that it violates the privacy rights of former and/or current employees, and other  
9 third parties who are not parties to this action, which objection Defendant is obligated to assert on  
10 their behalf. Subject to and without waiving the foregoing and general objections, Defendant  
11 responds as follows: Defendant has been unable to access necessary files and records contained at  
12 its main office in Morristown, New Jersey, for several months because of statewide closures due to  
13 COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to  
14 investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly,  
15 discovery and investigation is ongoing and continuing. Defendant agrees to produce any non-  
16 privileged documents responsive to this request that is in its possession, custody, and control once  
17 resource and accessibility issues have been resolved and former and/or current employees have  
18 permitted release of such a document pursuant to a sanctioned *Belaire-West* notice.

19 **REQUEST FOR INSPECTION NO. 20:**

20 All DOCUMENTS, including but not limited to organizational charts or graphs, describing  
21 the chain of authority or command above, of equal level, and below the CLASS MEMBERS.

22 **FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 20:**

23 Defendant incorporates by reference its Preliminary Statement and General Objections as  
24 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
25 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
26 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time  
27 and scope. Defendant further objects to this request as unduly burdensome, oppressive, and  
28 disproportionate to the needs of the case. Defendant objects to the definition of "CLASS

MEMBERS” as overbroad and outside the scope of the claims alleged in Plaintiff’s operative Complaint. Furthermore, Defendant objects that the putative class is not presently ascertainable in light of Plaintiff’s improper definition contained herein. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant objects to this request to the extent that it seeks information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the circumstances surrounding Plaintiff’s claims in the present action. Accordingly, discovery and investigation is ongoing and continuing. To the extent that any non-privileged document responsive to this request is in Defendant’s possession, custody, and control, Defendant agrees to produce said documents once resource and accessibility issues have been resolved and former and/or current employees have permitted release of such a document pursuant to a sanctioned *Belaire-West* notice. Defendant further agrees to supplement the present response to the extent no responsive documents are determined to be within its possession, custody, or control.

**REQUEST FOR INSPECTION NO. 21:**

All DOCUMENTS evidencing payments YOU made to PLAINTIFF for mileage reimbursements.

**FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 21:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad

1 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
2 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects  
3 on the ground that this request seeks information protected by the attorney-client privilege and/or the  
4 attorney work-product doctrine. Furthermore, this request is argumentative to the extent it requires  
5 the adoption of an improper assumption. Subject to and without waiving the foregoing and general  
6 objections, Defendant responds as follows: Defendant has been unable to access necessary files and  
7 records contained at its main office in Morristown, New Jersey, for several months because of  
8 statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources  
9 and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action.  
10 Accordingly, discovery and investigation is ongoing and continuing. To the extent that any non-  
11 privileged document responsive to this request is in Defendant's possession, custody, and control,  
12 Defendant agrees to produce said documents once resource and accessibility issues have been  
13 resolved. Defendant further agrees to supplement the present response to the extent no responsive  
14 documents are determined to be within its possession, custody, or control.

15 **REQUEST FOR INSPECTION NO. 22:**

16 All DOCUMENTS identified in YOUR response to PLAINTIFF'S first set of form  
17 interrogatories-employment.

18 **FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 22:**

19 Defendant incorporates by reference its Preliminary Statement and General Objections as  
20 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
21 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
22 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects  
23 on the ground that this request seeks information protected by the attorney-client privilege and/or the  
24 attorney work-product doctrine. Furthermore, this request is argumentative to the extent it requires  
25 the adoption of an improper assumption. Subject to and without waiving the foregoing and general  
26 objections, Defendant responds as follows: Defendant has been unable to access necessary files and  
27 records contained at its main office in Morristown, New Jersey, for several months because of  
28 statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources

1 and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action.  
2 Accordingly, discovery and investigation is ongoing and continuing. To the extent that any non-  
3 privileged document responsive to this request is in Defendant's possession, custody, and control,  
4 Defendant agrees to produce said documents once resource and accessibility issues have been  
5 resolved. Defendant further agrees to supplement the present response to the extent no responsive  
6 documents are determined to be within its possession, custody, or control.

7 **REQUEST FOR INSPECTION NO. 23:**

8 All DOCUMENTS identified in YOUR response to PLAINTIFF'S first set of form  
9 interrogatories-general.

10 **FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 23:**

11 Defendant incorporates by reference its Preliminary Statement and General Objections as  
12 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
13 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
14 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects  
15 on the ground that this request seeks information protected by the attorney-client privilege and/or the  
16 attorney work-product doctrine. Furthermore, this request is argumentative to the extent it requires  
17 the adoption of an improper assumption. Subject to and without waiving the foregoing and general  
18 objections, Defendant responds as follows: Defendant has been unable to access necessary files and  
19 records contained at its main office in Morristown, New Jersey, for several months because of  
20 statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources  
21 and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action.  
22 Accordingly, discovery and investigation is ongoing and continuing. To the extent that any non-  
23 privileged document responsive to this request is in Defendant's possession, custody, and control,  
24 Defendant agrees to produce said documents once resource and accessibility issues have been  
25 resolved. Defendant further agrees to supplement the present response to the extent no responsive  
26 documents are determined to be within its possession, custody, or control.

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**REQUEST FOR INSPECTION NO. 24:**

All DOCUMENTS identified in YOUR response to PLAINTIFF'S first set of request for admissions.

**FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 24:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant further objects that this request is unintelligible and has been propounded solely to harass and annoy in that it seeks documents pertaining to request for admissions that were not served by Plaintiff. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Not applicable in that Plaintiff failed to serve request for admissions upon Defendant.

**REQUEST FOR INSPECTION NO. 25:**

All DOCUMENTS identified in YOUR response to PLAINTIFF'S first set of special interrogatories.

**FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 25:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of

1 statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources  
2 and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action.  
3 Accordingly, discovery and investigation is ongoing and continuing. To the extent that any non-  
4 privileged document responsive to this request is in Defendant's possession, custody, and control,  
5 Defendant agrees to produce said documents once resource and accessibility issues have been  
6 resolved and former and/or current employees have permitted release of such a document pursuant  
7 to a sanctioned *Belaire-West* notice. Defendant further agrees to supplement the present response to  
8 the extent no responsive documents are determined to be within its possession, custody, or control.

9 **REQUEST FOR INSPECTION NO. 26:**

10 All DOCUMENTS that support any affirmative defenses YOU have pleaded or will plead in  
11 this action.

12 **FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 26:**

13 Defendant incorporates by reference its Preliminary Statement and General Objections as  
14 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
15 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
16 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time  
17 and scope. Defendant further objects to this request on the grounds that it is premature as it relates  
18 to Defendant's affirmative defenses, which are generally intended to preserve defenses at trial, and  
19 insofar as it violates Defendant's right under *Code of Civil Procedure* section 431.30 to file a general  
20 denial in response to Plaintiff's unverified Complaint. Defendant further objects to this request  
21 because discovery in this matter is continuing and certain of Defendant's denials and/or affirmative  
22 defenses will be based, in whole or in part, upon information not presently within Defendant's  
23 knowledge, which will be discovered during the course of discovery. Defendant further objects to  
24 this request on the grounds that "supporting any" is vague and ambiguous. Defendant further objects  
25 on the ground that this request seeks information protected by the attorney-client privilege and/or the  
26 attorney work-product doctrine. Defendant further objects to this request on the grounds that it seeks  
27 information that is neither relevant nor reasonably calculated to lead to the discovery of admissible  
28 evidence. Defendant further objects to this request on the grounds it assumes facts not in evidence

1 and calls for a legal conclusion. Defendant further objects to this request on the grounds that it seeks  
2 the confidential and/or proprietary information. Defendant further objects to this request to the extent  
3 it seeks production of the mental impressions or legal theories of defense counsel. Defendant further  
4 objects to this request on the grounds that it is unreasonably burdensome, harassing, and oppressive.  
5 Defendant further objects to this request to the extent that it violates the privacy rights of former  
6 and/or current employees, and other third parties who are not parties to this action, which objection  
7 Defendant is obligated to assert on their behalf.

8 **REQUEST FOR INSPECTION NO. 27:**

9 All DOCUMENTS, including but not limited to memoranda, handwritten notes, letters,  
10 correspondence, policies, and policy numbers pertaining to insurance policies that may cover YOU  
11 for damages and/or defense costs related to this action.

12 **FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 27:**

13 Defendant incorporates by reference its Preliminary Statement and General Objections as  
14 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
15 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
16 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time,  
17 scope, and matter. Defendant further objects to this request as unduly burdensome, oppressive, and  
18 disproportionate to the needs of the case. Defendant further objects on the ground that this request  
19 seeks information protected by the attorney-client privilege and/or the attorney work-product  
20 doctrine. Defendant further objects to this request on the grounds that it seeks information that is  
21 neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.  
22 Furthermore, this request is argumentative to the extent it requires the adoption of an improper  
23 assumption. Defendant objects to this request to the extent it seeks disclosure of confidential and/or  
24 proprietary information.

25 **REQUEST FOR INSPECTION NO. 28:**

26 All written COMMUNICATIONS between YOU and PLAINTIFF concerning or in any way  
27 referring to PLAINTIFF during the CLASS PERIOD. (The terms “COMMUNICATION” or  
28 “COMMUNICATIONS” are used in their broadest sense and include, but are not limited to, any

transmittal and/or receipt of information, whether oral, written, or verbal or nonverbal, whether such was by chance, prearranged, formal or informal, oral or written, and specifically includes conversations in person, DOCUMENTS, telephone conversations, telegrams, letters or memoranda, formal statements, press releases, emails, texts, social media posts, and newspaper articles.)

**FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 28:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant also objects to the definition of “CLASS PERIOD” in that it seeks information pertaining to a period of time beyond Defendant’s employment of Plaintiff’s, and/or any purported putative class members. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant objects to the definition of “COMMUNICATIONS” as vague, ambiguous, overbroad, and not meaningfully defined. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf.

**REQUEST FOR INSPECTION NO. 29:**

All DOCUMENTS evidencing COMMUNICATIONS (whether written, oral or otherwise) between YOU and any person concerning any of PLAINTIFF’S request(s) for PLAINTIFF’S PERSONNEL FILE, including but not limited to any voicemail messages or audio recordings of any kind and this discovery instrument.

**FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 29:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant objects to the definition of “COMMUNICATIONS” as vague, ambiguous, overbroad, and not meaningfully defined. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf.

**REQUEST FOR INSPECTION NO. 30:**

All COMMUNICATIONS including but not limited to e-mails exchanged between YOU and any person(s) concerning the PLAINTIFF during the CLASS PERIOD.

**FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 30:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant also objects to the definition of “CLASS PERIOD” in that it seeks information pertaining to a period of time beyond Defendant’s employment of Plaintiff’s, and/or any purported putative class members. Defendant further objects on the ground

that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant objects to the definition of “COMMUNICATIONS” as vague, ambiguous, overbroad, and not meaningfully defined. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf.

**REQUEST FOR INSPECTION NO. 31:**

All COMMUNICATIONS including but not limited to e-mails exchanged between YOU and any persons regarding YOUR intent to pay CLASS MEMBERS the applicable minimum wage rate as required under the local ordinance in which they were working during the CLASS PERIOD.

**FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 31:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant objects to the definition of “CLASS MEMBERS” as overbroad and outside the scope of the claims alleged in Plaintiff’s operative Complaint. Defendant objects that the putative class is not presently ascertainable in light of Plaintiff’s improper definition contained herein. Defendant also objects to the definition of “CLASS PERIOD” in that it seeks information pertaining to a period of time beyond Defendant’s employment of Plaintiff’s, and/or any purported putative class members. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant objects to the definition of “COMMUNICATIONS” as vague, ambiguous, overbroad, and not meaningfully defined. Defendant further objects to this request on

1 the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the  
2 discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires  
3 the adoption of an improper assumption. Defendant objects to this request on the grounds that it calls  
4 for a legal conclusion. Defendant objects to this request to the extent it seeks disclosure of  
5 confidential and/or proprietary information. Defendant further objects to this request to the extent  
6 that it violates the privacy rights of former and/or current employees, and other third parties who are  
7 not parties to this action, which objection Defendant is obligated to assert on their behalf. Subject to  
8 and without waiving the foregoing and general objections, Defendant responds as follows: Defendant  
9 has been unable to access necessary files and records contained at its main office in Morristown,  
10 New Jersey, for several months because of statewide closures due to COVID-19. In light of the  
11 pandemic, Defendant has had limited resources and personnel to investigate the circumstances  
12 surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is  
13 ongoing and continuing. To the extent that any non-privileged document responsive to this request  
14 is in Defendant's possession, custody, and control, Defendant agrees to produce said documents once  
15 resource and accessibility issues have been resolved and former and/or current employees have  
16 permitted release of such a document pursuant to a sanctioned *Belaire-West* notice. Defendant further  
17 agrees to supplement the present response to the extent no responsive documents are determined to  
18 be within its possession, custody, or control.

19 **REQUEST FOR INSPECTION NO. 32:**

20 All COMMUNICATIONS including but not limited to e-mails exchanged between YOU and  
21 any of YOUR supervisory and/or managerial employees and their subordinates concerning YOUR  
22 policies regarding CLASS MEMBERS' use of vehicles during the CLASS PERIOD.

23 **FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 32:**

24 Defendant incorporates by reference its Preliminary Statement and General Objections as  
25 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
26 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
27 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time,  
28 scope, and matter. Defendant further objects to this request as unduly burdensome, oppressive, and

1 disproportionate to the needs of the case. Defendant objects to the definition of “CLASS  
2 MEMBERS” as overbroad and outside the scope of the claims alleged in Plaintiff’s operative  
3 Complaint. Defendant objects that the putative class is not presently ascertainable in light of  
4 Plaintiff’s improper definition contained herein. Defendant also objects to the definition of “CLASS  
5 PERIOD” in that it seeks information pertaining to a period of time beyond Defendant’s employment  
6 of Plaintiff’s, and/or any purported putative class members. Defendant further objects on the ground  
7 that this request seeks information protected by the attorney-client privilege and/or the attorney  
8 work-product doctrine. Defendant objects to the definition of “COMMUNICATIONS” as vague,  
9 ambiguous, overbroad, and not meaningfully defined. Defendant further objects to this request on  
10 the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the  
11 discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires  
12 the adoption of an improper assumption. Defendant objects to this request on the grounds that it calls  
13 for a legal conclusion. Defendant objects to this request to the extent it seeks disclosure of  
14 confidential and/or proprietary information. Defendant further objects to this request to the extent  
15 that it violates the privacy rights of former and/or current employees, and other third parties who are  
16 not parties to this action, which objection Defendant is obligated to assert on their behalf. Subject to  
17 and without waiving the foregoing and general objections, Defendant responds as follows: Defendant  
18 has been unable to access necessary files and records contained at its main office in Morristown,  
19 New Jersey, for several months because of statewide closures due to COVID-19. In light of the  
20 pandemic, Defendant has had limited resources and personnel to investigate the circumstances  
21 surrounding Plaintiff’s claims in the present action. Accordingly, discovery and investigation is  
22 ongoing and continuing. To the extent that any non-privileged document responsive to this request  
23 is in Defendant’s possession, custody, and control, Defendant agrees to produce said documents once  
24 resource and accessibility issues have been resolved and former and/or current employees have  
25 permitted release of such a document pursuant to a sanctioned *Belaire-West* notice. Defendant further  
26 agrees to supplement the present response to the extent no responsive documents are determined to  
27 be within its possession, custody, or control.

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**REQUEST FOR INSPECTION NO. 33:**

All COMMUNICATIONS including but not limited to e-mails exchanged between YOU and any of YOUR supervisory and/or managerial employees and their subordinates concerning YOUR reimbursement policies during the CLASS PERIOD.

**FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 33:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant objects to the definition of “CLASS MEMBERS” as overbroad and outside the scope of the claims alleged in Plaintiff’s operative Complaint. Defendant objects that the putative class is not presently ascertainable in light of Plaintiff’s improper definition contained herein. Defendant also objects to the definition of “CLASS PERIOD” in that it seeks information pertaining to a period of time beyond Defendant’s employment of Plaintiff’s, and/or any purported putative class members. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant objects to the definition of “COMMUNICATIONS” as vague, ambiguous, overbroad, and not meaningfully defined. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request on the grounds that it calls for a legal conclusion. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown,

New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing. To the extent that any non-privileged document responsive to this request is in Defendant's possession, custody, and control, Defendant agrees to produce said documents once resource and accessibility issues have been resolved and former and/or current employees have permitted release of such a document pursuant to a sanctioned *Belaire-West* notice. Defendant further agrees to supplement the present response to the extent no responsive documents are determined to be within its possession, custody, or control.

**REQUEST FOR INSPECTION NO. 34:**

All COMMUNICATIONS including but not limited to e-mails exchanged between YOU and any of YOUR supervisory and/or managerial employees and their subordinates concerning YOUR policies regarding overtime during the CLASS PERIOD.

**FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 34:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant objects to the definition of "CLASS MEMBERS" as overbroad and outside the scope of the claims alleged in Plaintiff's operative Complaint. Defendant objects that the putative class is not presently ascertainable in light of Plaintiff's improper definition contained herein. Defendant also objects to the definition of "CLASS PERIOD" in that it seeks information pertaining to a period of time beyond Defendant's employment of Plaintiff's, and/or any purported putative class members. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant objects to the definition of "COMMUNICATIONS" as vague, ambiguous, overbroad, and not meaningfully defined. Defendant further objects to this request on

the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request on the grounds that it calls for a legal conclusion. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing. To the extent that any non-privileged document responsive to this request is in Defendant's possession, custody, and control, Defendant agrees to produce said documents once resource and accessibility issues have been resolved and former and/or current employees have permitted release of such a document pursuant to a sanctioned *Belaire-West* notice. Defendant further agrees to supplement the present response to the extent no responsive documents are determined to be within its possession, custody, or control.

**REQUEST FOR INSPECTION NO. 35:**

All COMMUNICATIONS evidencing requests made by any CLASS MEMBERS to YOU seeking reimbursement for unpaid wages including but not limited to mileage, travel, vehicle costs, computer, internet, cell phone, telephone, etc..

**FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 35:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant further objects to this request as unduly burdensome, oppressive, and

1 disproportionate to the needs of the case. Defendant objects to the definition of “CLASS  
2 MEMBERS” as overbroad and outside the scope of the claims alleged in Plaintiff’s operative  
3 Complaint. Defendant objects that the putative class is not presently ascertainable in light of  
4 Plaintiff’s improper definition contained herein. Defendant further objects on the ground that this  
5 request seeks information protected by the attorney-client privilege and/or the attorney work-product  
6 doctrine. Defendant objects to the definition of “COMMUNICATIONS” as vague, ambiguous,  
7 overbroad, and not meaningfully defined. Defendant further objects to this request on the grounds  
8 that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of  
9 admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption  
10 of an improper assumption. Defendant objects to this request on the grounds that it calls for a legal  
11 conclusion. Defendant objects to this request to the extent it seeks disclosure of confidential and/or  
12 proprietary information. Defendant further objects to this request to the extent that it violates the  
13 privacy rights of former and/or current employees, and other third parties who are not parties to this  
14 action, which objection Defendant is obligated to assert on their behalf. Subject to and without  
15 waiving the foregoing and general objections, Defendant responds as follows: Defendant has been  
16 unable to access necessary files and records contained at its main office in Morristown, New Jersey,  
17 for several months because of statewide closures due to COVID-19. In light of the pandemic,  
18 Defendant has had limited resources and personnel to investigate the circumstances surrounding  
19 Plaintiff’s claims in the present action. Accordingly, discovery and investigation is ongoing and  
20 continuing. To the extent that any non-privileged document responsive to this request is in  
21 Defendant’s possession, custody, and control, Defendant agrees to produce said documents once  
22 resource and accessibility issues have been resolved and former and/or current employees have  
23 permitted release of such a document pursuant to a sanctioned *Belair-West* notice. Defendant further  
24 agrees to supplement the present response to the extent no responsive documents are determined to  
25 be within its possession, custody, or control.

**REQUEST FOR INSPECTION NO. 36:**

All COMMUNICATIONS evidencing written or recorded statements obtained from any person concerning any of the allegations contained in PLAINTIFFS' operative Complaint or, if applicable, the predecessor Complaint.

**FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 36:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant objects to the definition of "COMMUNICATIONS" as vague, ambiguous, overbroad, and not meaningfully defined. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request on the grounds that it calls for a legal conclusion. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing. To the extent that any non-privileged document responsive to this request is in Defendant's possession, custody, and control, Defendant agrees to produce said documents once

1 resource and accessibility issues have been resolved. Defendant further agrees to supplement the  
2 present response to the extent no responsive documents are determined to be within its possession,  
3 custody, or control.

4 **REQUEST FOR INSPECTION NO. 37:**

5 All COMMUNICATIONS between YOU and any state or federal (e.g. Department of Labor)  
6 governmental agency regarding claims for unpaid work-related expenses or unpaid wages including  
7 but not limited to mileage expenses.

8 **FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 37:**

9 Defendant incorporates by reference its Preliminary Statement and General Objections as  
10 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
11 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
12 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time,  
13 scope, and matter. Defendant objects to the definition of “COMMUNICATIONS” as vague,  
14 ambiguous, overbroad, and not meaningfully defined. Defendant further objects to this request as  
15 unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant further  
16 objects on the ground that this request seeks information protected by the attorney-client privilege  
17 and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds  
18 that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of  
19 admissible evidence. Defendant objects that this request is improperly compound. Furthermore, this  
20 request is argumentative to the extent it requires the adoption of an improper assumption. Defendant  
21 objects to this request to the extent it seeks disclosure of confidential and/or proprietary information.  
22 Defendant further objects to this request to the extent that it violates the privacy rights of former  
23 and/or current employees, and other third parties who are not parties to this action, which objection  
24 Defendant is obligated to assert on their behalf. Subject to and without waiving the foregoing and  
25 general objections, Defendant responds as follows: Defendant has been unable to access necessary  
26 files and records contained at its main office in Morristown, New Jersey, for several months because  
27 of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited  
28 resources and personnel to investigate the circumstances surrounding Plaintiff’s claims in the present

1 action. Accordingly, discovery and investigation is ongoing and continuing. To the extent that any  
2 non-privileged document responsive to this request is in Defendant's possession, custody, and  
3 control, Defendant agrees to produce said documents once resource and accessibility issues have  
4 been resolved. Defendant further agrees to supplement the present response to the extent no  
5 responsive documents are determined to be within its possession, custody, or control.

6 **REQUEST FOR INSPECTION NO. 38:**

7 All COMMUNICATIONS that evidence complaints, formal or informal, by any person  
8 concerning YOUR failure to pay wages to any of YOUR employees during the last ten years.

9 **FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 38:**

10 Defendant incorporates by reference its Preliminary Statement and General Objections as  
11 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
12 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
13 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time,  
14 scope, and matter. Defendant objects to the definition of "COMMUNICATIONS" as vague,  
15 ambiguous, overbroad, and not meaningfully defined. Defendant further objects to this request as  
16 unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant further  
17 objects on the ground that this request seeks information protected by the attorney-client privilege  
18 and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds  
19 that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of  
20 admissible evidence. Defendant further objects to the extent this request seeks documents beyond  
21 the scope of Plaintiff's employment and requisite statute of limitations. Defendant objects that this  
22 request is improperly compound. Furthermore, this request is argumentative to the extent it requires  
23 the adoption of an improper assumption. Defendant objects to this request to the extent it seeks  
24 disclosure of confidential and/or proprietary information. Defendant further objects to this request to  
25 the extent that it violates the privacy rights of former and/or current employees, and other third parties  
26 who are not parties to this action, which objection Defendant is obligated to assert on their behalf.

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**REQUEST FOR INSPECTION NO. 39:**

All COMMUNICATIONS with any person regarding this case or the allegations contained in PLAINTIFF'S operative Complaint.

**FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 39:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant objects to the definition of "COMMUNICATIONS" as vague, ambiguous, overbroad, and not meaningfully defined. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to the extent this request seeks documents beyond the scope of Plaintiff's employment and requisite statute of limitations. Defendant objects that this request is improperly compound. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf.

**REQUEST FOR INSPECTION NO. 40:**

All COMMUNICATIONS evidencing questionnaires or statements, signed or completed by any of YOUR current or former employees concerning this litigation.

**FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 40:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of

1 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time,  
2 scope, and matter. Defendant objects to the definition of “COMMUNICATIONS” as vague,  
3 ambiguous, overbroad, and not meaningfully defined. Defendant further objects to this request as  
4 unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant further  
5 objects on the ground that this request seeks information protected by the attorney-client privilege  
6 and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds  
7 that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of  
8 admissible evidence. Defendant further objects to the extent this request seeks documents beyond  
9 the scope of Plaintiff’s employment and requisite statute of limitations. Defendant objects that this  
10 request is improperly compound. Furthermore, this request is argumentative to the extent it requires  
11 the adoption of an improper assumption. Defendant objects to this request to the extent it seeks  
12 disclosure of confidential and/or proprietary information. Defendant further objects to this request to  
13 the extent that it violates the privacy rights of former and/or current employees, and other third parties  
14 who are not parties to this action, which objection Defendant is obligated to assert on their behalf.  
15 Subject to and without waiving the foregoing and general objections, Defendant responds as follows:  
16 Defendant has been unable to access necessary files and records contained at its main office in  
17 Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In  
18 light of the pandemic, Defendant has had limited resources and personnel to investigate the  
19 circumstances surrounding Plaintiff’s claims in the present action. Accordingly, discovery and  
20 investigation is ongoing and continuing. To the extent that any non-privileged document responsive  
21 to this request is in Defendant’s possession, custody, and control, Defendant agrees to produce said  
22 documents once resource and accessibility issues have been resolved. Defendant further agrees to  
23 supplement the present response to the extent no responsive documents are determined to be within  
24 its possession, custody, or control.

25 **REQUEST FOR INSPECTION NO. 41:**

26 All DOCUMENTS IDENTIFYING (The term “IDENTIFY” or “IDENTIFYING” shall  
27 mean provide the name, home and work address, work and personal email address, and personal and  
28

work telephone number) each person involved in managing and/or supervising PLAINTIFF'S work during the CLASS PERIOD.

**FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 41:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant also objects to the definition of "CLASS PERIOD" in that it seeks information pertaining to a period of time beyond Defendant's employment of Plaintiff's, and/or any purported putative class members. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf.

**REQUEST FOR INSPECTION NO. 42:**

All DOCUMENTS IDENTIFYING each person involved in managing and/or supervising any of the CLASS MEMBERS' work during the CLASS PERIOD.

**FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 42:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant further objects to this request as unduly burdensome, oppressive, and

disproportionate to the needs of the case. Defendant objects to the definition of “CLASS MEMBERS” as overbroad and outside the scope of the claims alleged in Plaintiff’s operative Complaint. Defendant objects that the putative class is not presently ascertainable in light of Plaintiff’s improper definition contained herein. Defendant also objects to the definition of “CLASS PERIOD” in that it seeks information pertaining to a period of time beyond Defendant’s employment of Plaintiff’s, and/or any purported putative class members. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the circumstances surrounding Plaintiff’s claims in the present action. Accordingly, discovery and investigation is ongoing and continuing. To the extent that any non-privileged document responsive to this request is in Defendant’s possession, custody, and control, Defendant agrees to produce said documents once resource and accessibility issues have been resolved. Defendant further agrees to supplement the present response to the extent no responsive documents are determined to be within its possession, custody, or control.

**REQUEST FOR INSPECTION NO. 43:**

Any workplace calendar, daily planner, or any other similar DOCUMENT PLAINTIFF’S supervisor and/or manager maintained containing his or her notes concerning the PLAINTIFF’S working hours.

**FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 43:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing. To the extent that any non-privileged document responsive to this request is in Defendant's possession, custody, and control, Defendant agrees to produce said documents once resource and accessibility issues have been resolved. Defendant further agrees to supplement the present response to the extent no responsive documents are determined to be within its possession, custody, or control.

**REQUEST FOR INSPECTION NO. 44:**

Any workplace calendar, daily planner, or any other similar DOCUMENT PLAINTIFF'S supervisor and/or manager maintained containing his or her notes concerning the PLAINTIFF'S work locations.

**FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 44:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf.

**REQUEST FOR INSPECTION NO. 45:**

All DOCUMENTS that IDENTIFY CLASS MEMBERS.

**FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 45:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant objects to the definition of "CLASS

MEMBERS” as overbroad and outside the scope of the claims alleged in Plaintiff’s operative Complaint. Defendant objects that the putative class is not presently ascertainable in light of Plaintiff’s improper definition contained herein. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf.

**REQUEST FOR INSPECTION NO. 46:**

Any DOCUMENT(S) that best identifies the number of CLASS MEMBERS during the CLASS PERIOD.

**FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 46:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant objects to the definition of “CLASS MEMBERS” as overbroad and outside the scope of the claims alleged in Plaintiff’s operative Complaint. Defendant objects that the putative class is not presently ascertainable in light of Plaintiff’s improper definition contained herein. Defendant also objects to the definition of “CLASS PERIOD” in that it seeks information pertaining to a period of time beyond Defendant’s employment of Plaintiff’s, and/or any purported putative class members. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds that it seeks

information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf.

**REQUEST FOR INSPECTION NO. 47:**

Any DOCUMENT(S) that best identifies the number of AGGRIEVED EMPLOYEES (As used herein, the term “AGGRIEVED EMPLOYEES” means all current or former nonexempt employees who worked in California from **September 4, 2018** to the present for the Defendants) during the PAGA PERIOD (As used herein, “PAGA PERIOD shall mean from September 5, 2018 through the present).

**FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 47:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant objects to the definition of “AGGRIEVED EMPLOYEES” as overbroad and outside the scope of the claims alleged in Plaintiff’s operative Complaint. Defendant objects that the putative aggrieved employees is not presently ascertainable in light of Plaintiff’s improper definition contained herein. Defendant also objects to the definition of “PAGA PERIOD” in that it seeks information pertaining to a period of time beyond Defendant’s employment of Plaintiff’s, and/or any purported putative aggrieved employees. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption

1 of an improper assumption. Defendant objects to this request to the extent it seeks disclosure of  
2 confidential and/or proprietary information. Defendant further objects to this request to the extent  
3 that it violates the privacy rights of former and/or current employees, and other third parties who are  
4 not parties to this action, which objection Defendant is obligated to assert on their behalf.

5 **REQUEST FOR INSPECTION NO. 48:**

6 Actual copies of all wage and earning statements PLAINTIFF was issued during  
7 PLAINTIFF'S employment with YOU.

8 **FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 48:**

9 Defendant incorporates by reference its Preliminary Statement and General Objections as  
10 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
11 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
12 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant objects to the  
13 phrase "actual copies" as vague, ambiguous, overbroad, and not meaningfully defined. Defendant  
14 further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs  
15 of the case. Defendant further objects on the ground that this request seeks information protected by  
16 the attorney-client privilege and/or the attorney work-product doctrine. Defendant objects to this  
17 request as being propounded solely to harass and annoy in that it is duplicative of Request for  
18 Production No. 15. Subject to and without waiving the foregoing and general objections, and based  
19 upon Defendant's understanding of the present request, Defendant responds as follows: Defendant  
20 has been unable to access necessary files and records contained at its main office in Morristown,  
21 New Jersey, for several months because of statewide closures due to COVID-19. In light of the  
22 pandemic, Defendant has had limited resources and personnel to investigate the circumstances  
23 surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is  
24 ongoing and continuing. Defendant agrees to produce any non-privileged documents responsive to  
25 this request that are in its possession, custody, and control once resource and accessibility issues have  
26 been resolved.

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**REQUEST FOR INSPECTION NO. 49:**

Actual copies of all wage and earning statements CLASS MEMBERS were issued during the CLASS PERIOD.

**FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 49:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in scope and matter. Defendant objects to the phrase “actual copies” as vague, ambiguous, overbroad, and not meaningfully defined. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant objects to the definition of “CLASS MEMBERS” as overbroad and outside the scope of the claims alleged in Plaintiff’s operative Complaint. Defendant objects that the putative class is not presently ascertainable in light of Plaintiff’s improper definition contained herein. Defendant also objects to the definition of “CLASS PERIOD” in that it seeks information pertaining to a period of time beyond Defendant’s employment of Plaintiff’s, and/or any purported putative class members. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the circumstances

1 surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is  
2 ongoing and continuing. To the extent that any non-privileged document responsive to this request  
3 is in Defendant's possession, custody, and control, Defendant agrees to produce said documents once  
4 resource and accessibility issues have been resolved and former and/or current employees have  
5 permitted release of such a document pursuant to a sanctioned *Belaire-West* notice. Defendant further  
6 agrees to supplement the present response to the extent no responsive documents are determined to  
7 be within its possession, custody, or control.

8 **REQUEST FOR INSPECTION NO. 50:**

9 Actual copies of all W-2's PLAINTIFF was issued during PLAINTIFF'S employment with  
10 YOU.

11 **FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 50:**

12 Defendant incorporates by reference its Preliminary Statement and General Objections as  
13 though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad  
14 in that it fails to specifically describe the items sought with reasonable particularity in violation of  
15 section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*. Defendant objects to the  
16 phrase "actual copies" as vague, ambiguous, overbroad, and not meaningfully defined. Defendant  
17 further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs  
18 of the case. Defendant further objects on the ground that this request seeks information protected by  
19 the attorney-client privilege and/or the attorney work-product doctrine. Subject to and without  
20 waiving the foregoing and general objections, and based upon Defendant's understanding of the  
21 present request, Defendant responds as follows: Defendant has been unable to access necessary files  
22 and records contained at its main office in Morristown, New Jersey, for several months because of  
23 statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources  
24 and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action.  
25 Accordingly, discovery and investigation is ongoing and continuing. Defendant agrees to produce  
26 any non-privileged documents responsive to this request that are in its possession, custody, and  
27 control once resource and accessibility issues have been resolved.

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**REQUEST FOR INSPECTION NO. 51:**

Actual copies of all W-2's CLASS MEMBERS were issued during the CLASS PERIOD.

**FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 51:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in scope and matter. Defendant objects to the phrase "actual copies" as vague, ambiguous, overbroad, and not meaningfully defined. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant objects to the definition of "CLASS MEMBERS" as overbroad and outside the scope of the claims alleged in Plaintiff's operative Complaint. Defendant objects that the putative class is not presently ascertainable in light of Plaintiff's improper definition contained herein. Defendant also objects to the definition of "CLASS PERIOD" in that it seeks information pertaining to a period of time beyond Defendant's employment of Plaintiff's, and/or any purported putative class members. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is

ongoing and continuing. To the extent that any non-privileged document responsive to this request is in Defendant's possession, custody, and control, Defendant agrees to produce said documents once resource and accessibility issues have been resolved and former and/or current employees have permitted release of such a document pursuant to a sanctioned *Belaire-West* notice. Defendant further agrees to supplement the present response to the extent no responsive documents are determined to be within its possession, custody, or control.

**REQUEST FOR INSPECTION NO. 52:**

All DOCUMENTS that refer to any actions or measures taken by YOU to ensure that CLASS MEMBERS are reimbursed for work related expenses CLASS MEMBERS' incurred during the CLASS PERIOD.

**FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 52:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant objects to the phrase "any actions or measures" as vague, ambiguous, overbroad, and not meaningfully defined. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant objects to the definition of "CLASS MEMBERS" as overbroad and outside the scope of the claims alleged in Plaintiff's operative Complaint. Defendant objects that the putative class is not presently ascertainable in light of Plaintiff's improper definition contained herein. Defendant also objects to the definition of "CLASS PERIOD" in that it seeks information pertaining to a period of time beyond Defendant's employment of Plaintiff's, and/or any purported putative class members. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent it seeks

disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action. Accordingly, discovery and investigation is ongoing and continuing. To the extent that any non-privileged document responsive to this request is in Defendant's possession, custody, and control, Defendant agrees to produce said documents once resource and accessibility issues have been resolved and former and/or current employees have permitted release of such a document pursuant to a sanctioned *Belair-West* notice. Defendant further agrees to supplement the present response to the extent no responsive documents are determined to be within its possession, custody, or control.

**REQUEST FOR INSPECTION NO. 53:**

All DOCUMENTS that evidence any measures taken by YOU during the CLASS PERIOD to ensure that CLASS MEMBERS are paid for all working hours during the workday, including but not limited to for commute time, administrative time, and/or working from home.

**FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 53:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant objects to the phrases "any measures," "commute time," and "administrative time" as vague, ambiguous, overbroad, and not meaningfully defined. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant objects to the definition of "CLASS MEMBERS" as overbroad and outside the scope of the claims alleged in Plaintiff's operative Complaint. Defendant objects that the putative

1 class is not presently ascertainable in light of Plaintiff's improper definition contained herein.  
2 Defendant also objects to the definition of "CLASS PERIOD" in that it seeks information pertaining  
3 to a period of time beyond Defendant's employment of Plaintiff's, and/or any purported putative  
4 class members. Defendant further objects on the ground that this request seeks information protected  
5 by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects  
6 to this request on the grounds that it seeks information that is neither relevant nor reasonably  
7 calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative  
8 to the extent it requires the adoption of an improper assumption. Defendant objects to this request to  
9 the extent it seeks disclosure of confidential and/or proprietary information. Defendant further  
10 objects to this request to the extent that it violates the privacy rights of former and/or current  
11 employees, and other third parties who are not parties to this action, which objection Defendant is  
12 obligated to assert on their behalf. Subject to and without waiving the foregoing and general  
13 objections, Defendant responds as follows: Defendant has been unable to access necessary files and  
14 records contained at its main office in Morristown, New Jersey, for several months because of  
15 statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources  
16 and personnel to investigate the circumstances surrounding Plaintiff's claims in the present action.  
17 Accordingly, discovery and investigation is ongoing and continuing. To the extent that any non-  
18 privileged document responsive to this request is in Defendant's possession, custody, and control,  
19 Defendant agrees to produce said documents once resource and accessibility issues have been  
20 resolved and former and/or current employees have permitted release of such a document pursuant  
21 to a sanctioned *Belaire-West* notice. Defendant further agrees to supplement the present response to  
22 the extent no responsive documents are determined to be within its possession, custody, or control.

23 **REQUEST FOR INSPECTION NO. 54:**

24 All DOCUMENTS evidencing YOUR TRAINING provided to CLASS MEMBERS (As  
25 used herein, "TRAINING" includes, for example, training provided to CLASS MEMBERS in the  
26 areas of reimbursements for work related expenses incurred by YOUR employees or reporting  
27 worktime regarding their wages.)  
28

**FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 54:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time, scope, and matter. Defendant objects to the definition of “TRAINING” as vague, ambiguous, overbroad, and not meaningfully defined. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant objects to the definition of “CLASS MEMBERS” as overbroad and outside the scope of the claims alleged in Plaintiff’s operative Complaint. Defendant objects that the putative class is not presently ascertainable in light of Plaintiff’s improper definition contained herein. Defendant also objects to the definition of “CLASS PERIOD” in that it seeks information pertaining to a period of time beyond Defendant’s employment of Plaintiff’s, and/or any purported putative class members. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Furthermore, this request is argumentative to the extent it requires the adoption of an improper assumption. Defendant objects to this request to the extent it seeks disclosure of confidential and/or proprietary information. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf. Subject to and without waiving the foregoing and general objections, Defendant responds as follows: Defendant has been unable to access necessary files and records contained at its main office in Morristown, New Jersey, for several months because of statewide closures due to COVID-19. In light of the pandemic, Defendant has had limited resources and personnel to investigate the circumstances surrounding Plaintiff’s claims in the present action. Accordingly, discovery and investigation is ongoing and continuing. To the extent that any non-privileged document responsive to this request is in Defendant’s possession, custody, and control, Defendant agrees to produce said

documents once resource and accessibility issues have been resolved and former and/or current employees have permitted release of such a document pursuant to a sanctioned *Belair-West* notice. Defendant further agrees to supplement the present response to the extent no responsive documents are determined to be within its possession, custody, or control.

**REQUEST FOR INSPECTION NO. 55:**

All DOCUMENTS that support YOUR contention that PLAINTIFFS' case cannot be maintained as a representative action.

**FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 55:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in time and scope. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request on the grounds it assumes facts not in evidence and calls for a legal conclusion. Defendant further objects to this request on the grounds that it seeks the confidential and/or proprietary information. Defendant further objects to this request to the extent it seeks production of the mental impressions or legal theories of defense counsel. Defendant also objects in so far as Plaintiff attempts to improperly shift her affirmative burden of proof by requiring this Defendant to define and disprove Plaintiff's entire case, and/or prove the negative. Defendant further objects to this request on the grounds that it is unreasonably burdensome, harassing, and oppressive. Defendant further objects to this request to the extent that it violates the privacy rights of former and/or current employees, and other third parties who are not parties to this action, which objection Defendant is obligated to assert on their behalf.

**REQUEST FOR INSPECTION NO. 56:**

All DOCUMENTS evidencing that YOU included the correct name of the employer on PLAINTIFF's wage statements during the CLASS PERIOD.

**FURTHER RESPONSE TO DEMAND FOR INSPECTION NO. 56:**

Defendant incorporates by reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant objects to this request as vague, ambiguous, and overbroad in that it fails to specifically describe the items sought with reasonable particularity in violation of section 2031.030, subd. (c)(1), of the *California Code of Civil Procedure*, and is unlimited in scope and matter. Defendant further objects to this request as unduly burdensome, oppressive, and disproportionate to the needs of the case. Defendant also objects to the definition of “CLASS PERIOD” in that it seeks information pertaining to a period of time beyond Defendant’s employment of Plaintiff’s, and/or any purported putative class members. Defendant further objects on the ground that this request seeks information protected by the attorney-client privilege and/or the attorney work-product doctrine. Defendant further objects to this request on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request on the grounds it assumes facts not in evidence and calls for a legal conclusion. Defendant further objects to this request on the grounds that it seeks the confidential and/or proprietary information. Defendant further objects to this request to the extent it seeks production of the mental impressions or legal theories of defense counsel. Defendant also objects in so far as Plaintiff attempts to improperly shift her affirmative burden of proof by requiring this Defendant to define and disprove Plaintiff’s entire case, and/or prove the negative. Defendant further objects to this request on the grounds that it is unreasonably burdensome, harassing, and oppressive.

DATED: August 17, 2020

OGLETREE, DEAKINS, NASH, SMOAK &  
STEWART, P.C.By: Patricia A. Matias  
Sean M. KimAttorneys for Defendants CoWorx Staffing  
Services LLC and Michael Epstein

**PROOF OF SERVICE**

*Lysette Galvez v. CoWorx Staffing Services LLC, et al.*  
Case No. CGC-19-578983

I am and was at all times herein mentioned over the age of 18 years and not a party to the action in which this service is made. At all times herein mentioned I have been employed in the County of Orange in the office of a member of the bar of this court at whose direction the service was made. My business address is Park Tower, Fifteenth Floor, 695 Town Center Drive, Costa Mesa, CA 92626.

On August 17, 2020, I served the following document(s):

**DEFENDANT COWORX STAFFING SERVICES LLC'S FURTHER RESPONSES TO  
PLAINTIFF LYSETTE GALVEZ'S DEMAND FOR INSPECTION OF DOCUMENTS,  
SET ONE**

by placing ☐ (the original) ☒ (a true copy thereof) in a sealed envelope addressed as stated on the attached service list.

☐ **BY MAIL:** I placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with the practice of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.'s practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

☐ **BY MAIL:** I deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid at Park Tower, Fifteenth Floor, 695 Town Center Drive, Costa Mesa, CA 92626.

☐ **BY OVERNIGHT DELIVERY:** I placed the sealed envelope(s) or package(s) designated by the express service carrier for collection and overnight delivery by following the ordinary business practices of Ogletree, Deakins, Nash, Smoak & Stewart P.C., Costa Mesa, California. I am readily familiar with Ogletree, Deakins, Nash, Smoak & Stewart P.C.'s practice for collecting and processing of correspondence for overnight delivery, said practice being that, in the ordinary course of business, correspondence for overnight delivery is deposited with delivery fees paid or provided for at the carrier's express service offices for next-day delivery.

☐ **BY MESSENGER SERVICE:** (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents in an envelope or package clearly labeled to identify the attorney being served with a receptionist or an individual in charge of the office. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not less than 18 years of age between the hours of eight in the morning and six in the evening.

☐ **BY FACSIMILE** by transmitting a facsimile transmission a copy of said document(s) to the following addressee(s) at the following number(s), in accordance with:

☐ the written confirmation of counsel in this action:

☐ [State Court motion, opposition, or reply only] Code of Civil Procedure section 1005(b):

1 ☒ **BY E-MAIL OR ELECTRONIC TRANSMISSION:** Based on a court order or an  
2 agreement of the parties to accept service by e-mail or electronic transmission, I caused the  
3 documents to be sent to the person(s) at the e-mail addresses listed on the attached service  
list. I did not receive, within a reasonable time after the transmission, any electronic message  
or other indication that the transmission was unsuccessful.

4 ☒ **(State)** I declare under penalty of perjury under the laws of the State of California that  
5 the above is true and correct.

6 Executed on August 17, 2020, at Costa Mesa, California.

7   
8 Sean M. Kim

**SERVICE LIST**

Kevin F. Woodall, Esq.  
WOODALL LAW OFFICES  
100 Pine Street, Suite 1250  
San Francisco, CA 94111  
Telephone: 415-413-4629  
Facsimile: 866-937-4109  
[kevin@woodalllaw.com](mailto:kevin@woodalllaw.com)

Attorneys for Plaintiff  
Lysette Galvez and those similarly situated

Thomas D. Rutledge, Esq.  
Law Offices of Thomas D. Rutledge  
113 West G Street, Suite 231  
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Telephone: 619-886-7224  
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[thomasrutledgelaw@gmail.com](mailto:thomasrutledgelaw@gmail.com)

Attorneys for Plaintiff  
Lysette Galvez and those similarly situated

43908068.1

43908068\_1.docx

## EXHIBIT 7

**RE: Extension on MTC deadline**

Kim, Sean M. <sean.kim@ogletree.com>

Tue 8/18/2020 5:54 PM

To: Kevin Woodall <kevin@kwoodalllaw.com>; Thomas Rutledge <thomasrutledgelaw@gmail.com>

Hi Kevin,

I confirm that the below is correct and that Defendant has agreed to provide an indefinite extension to Plaintiff regarding responses to her first set of special interrogatories and request for production of documents, further responses of which were served by Defendant on Monday, August 17. Said ongoing extension is provided based on the parties' good faith efforts towards potentially resolving the present matter at mediation and while appropriate informal discovery is gathered and produced in advance thereof. Should the parties' efforts no longer be geared towards mediation/resolution and/or mediation prove unsuccessful, Defendant agrees to provide Plaintiff with notice thereof at which time Plaintiff shall have 45 days to bring any necessary motion to compel.

**Sean M. Kim | Ogletree, Deakins, Nash, Smoak & Stewart, P.C.**

Park Tower, 695 Town Center Drive, Fifteenth Floor | Costa Mesa, CA 92626 | Telephone: 714-800-7989 | Fax: 714-754-1298

[sean.kim@ogletree.com](mailto:sean.kim@ogletree.com) | [www.ogletree.com](http://www.ogletree.com) | [Bio](#)

---

**From:** Kevin Woodall <kevin@kwoodalllaw.com>

**Sent:** Tuesday, August 18, 2020 4:57 PM

**To:** Kim, Sean M. <sean.kim@ogletreedekins.com>; Thomas Rutledge <thomasrutledgelaw@gmail.com>

**Subject:** Extension on MTC deadline

***[Caution: Email received from external source]***

---

Hello Sean,

This will confirm our discussion this afternoon, in which you confirmed that our client has an unlimited extension to bring a motion to compel relating to document requests and special interrogatories. You agreed to provide it because the parties are working on a sampling prior to mediation. We further agreed that you could lift this unlimited extension, but if you do, we would have 45 days after that notice (via email) to file a motion to compel.

If you contend this summary is incorrect, please notify us immediately.

Thanks,

**Kevin F. Woodall**

**Woodall Law Offices**

**100 Pine Street, Suite 1250**

**San Francisco, CA 94111**

**Direct: (415) 413-4629**

**Fax: (866) 937-4109**

**[www.kwoodalllaw.com](http://www.kwoodalllaw.com)**

*This transmission is intended only for the proper recipient(s). It is confidential and may contain attorney-client privileged information. If you are not the proper recipient, please notify the sender immediately and delete this message. Any unauthorized review, copying, or use of this message is prohibited.*

# **EXHIBIT K**

DAVID R. ONGARO, State Bar No. 154698

[dongaro@ongaropc.com](mailto:dongaro@ongaropc.com)

ONGARO PC

1604 Union Street

San Francisco, CA 94123

Telephone: (415) 433-3900

Facsimile: (415) 433-3950

Attorney for Defendant

COWORX STAFFING SERVICES LLC

ELECTRONICALLY

**FILED**

Superior Court of California,  
County of San Francisco

**09/22/2021**

**Clerk of the Court**

BY: EDWARD SANTOS

Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN FRANCISCO**

**UNLIMITED JURISDICTION**

LYSETTE GALVEZ, individually and on behalf  
of those similarly situated,

Plaintiffs,

vs.

COWORX STAFFING SERVICES LLC, a  
Delaware Corporation; MICHAEL EPSTEIN, an  
individual; ROBERT BADOLATO, an  
individual; TIM HARTNETT, an individual;  
KEN SUDNIKOVICH, an individual; and  
DOES 1 through 10, inclusive,

Defendants.

Case No. CGC-19-578983

**DEFENDANT COWORX STAFFING  
SERVICES LLC'S ANSWER TO SECOND  
AMENDED CLASS ACTION COMPLAINT  
AND PAGA REPRESENTATIVE ACTION  
OF PLAINTIFF LYSETTE GALVEZ**

[Assigned for all purposes to The Honorable  
Garrett L. Wong, Dept. 610]

Action Filed: September 4, 2019  
Trial Date: None Set

1 Defendant Coworx Staffing Services, LLC (“Defendant”) hereby answers Plaintiff Lysette  
2 Galvez’s (“Plaintiff”) Second Amended Class Action Complaint and PAGA Representative Action  
3 (“Complaint”) as follows:

4 **GENERAL AND SPECIFIC DENIALS**

5 Pursuant to the provisions of California *Code of Civil Procedure* section 431.30(d),  
6 Defendant denies, generally and specifically, each and every allegation contained in the Complaint  
7 filed herein by Plaintiff. Defendant denies, generally and specifically, that Plaintiff has been  
8 damaged in any sum, or at all, by reason of any act or omission on the part of Defendant, or by any  
9 act or omission by any agent or employee of Defendant. Defendant further denies, generally and  
10 specifically, that Plaintiff is entitled to any relief whatsoever.

11 Additionally, Defendant asserts the following affirmative defenses and prays for judgment as  
12 set forth below:

13 **AFFIRMATIVE DEFENSES**

14 Without waiving the foregoing, Defendant asserts the following separate and distinct  
15 affirmative defenses to Plaintiff’s Complaint and each cause of action therein and prays for judgment  
16 as set forth below.

17 Defendant also hereby gives notice that it intends to rely upon such other and further  
18 affirmative defenses as may become available during investigation and discovery in this action.  
19 Defendant reserves the right to amend this Answer to assert any such defenses based on such  
20 investigation and discovery.

21 **FIRST AFFIRMATIVE DEFENSE**

22 **(Failure to State a Cause of Action)**

23 1. As a separate and affirmative defense to the Complaint and to each purported cause  
24 of action alleged therein by Plaintiff and the alleged putative class members, Defendant alleges that  
25 the claims brought by Plaintiff and/or members of the putative class are barred, in whole or in part,  
26 because Plaintiff fails to state facts sufficient to support a claim or theory of relief upon which relief  
27 may be granted against Defendants.  
28

**SECOND AFFIRMATIVE DEFENSE**

**(Uncertainty of the Pleading)**

2. As a separate and affirmative defense to the Complaint and to each purported cause of action alleged therein by Plaintiff and the alleged putative class members, Defendant alleges that the claims brought by Plaintiff and/or members of the putative class are barred, in whole or in part, because Plaintiff fails to plead material allegations with requisite certainty.

**THIRD AFFIRMATIVE DEFENSE**

**(Statute of Limitations)**

3. As a separate and affirmative defense to the Complaint and to each purported cause of action alleged therein by Plaintiff and the alleged putative class members, Defendant alleges that the claims brought by Plaintiff and/or members of the putative class are barred, in whole or in part, by one or more of the applicable statutes of limitations, including, but not limited to: California Labor Code §§ 201, 202, 203, 226, California Business and Professions Code § 17208, and California Code of Civil Procedure §§ 338, subdivision (a) and 340.

**FOURTH AFFIRMATIVE DEFENSE**

**(Lack of Standing – Class Action)**

4. As a separate and affirmative defense to the Complaint and to each purported cause of action alleged therein by Plaintiff on behalf of alleged putative class members, Defendant alleges that Plaintiff lacks standing and cannot represent the interests of the other alleged putative class members as to some or all of the purported claims.

**FIFTH AFFIRMATIVE DEFENSE**

**(Consent)**

5. As a separate and affirmative defense to the Complaint and to each purported cause of action alleged therein by Plaintiff and the alleged putative class members, Defendant alleges that the claims brought by Plaintiff and/or alleged putative class members are barred, in whole or in part, by the doctrine of consent.

**SIXTH AFFIRMATIVE DEFENSE**

**(Failure to Mitigate Damages)**

6. As a separate and affirmative defense to the Complaint and to each purported cause of action alleged therein by Plaintiff and the alleged putative class members, Defendant alleges that Plaintiff and/or the alleged putative class members are barred from recovery on their monetary claims, in whole or in part, by their failure to exercise diligence to mitigate any damages allegedly incurred, if any.

**SEVENTH AFFIRMATIVE DEFENSE**

**(Laches)**

7. As a separate and affirmative defense to the Complaint and to each purported cause of action alleged therein by Plaintiff and the alleged putative class members, Defendant alleges that the claims brought by Plaintiff and/or the alleged putative class members are barred, in whole or in part, by the doctrine of laches.

**EIGHTH AFFIRMATIVE DEFENSE**

**(Waiver)**

8. As a separate and affirmative defense to the Complaint and to each purported cause of action alleged therein by Plaintiff and the alleged putative class members, Defendant alleges that the claims brought by Plaintiff and/or the alleged putative class members are barred, in whole or in part, because such claims have been waived, discharged, and/or abandoned.

**NINTH AFFIRMATIVE DEFENSE**

**(Res Judicata and Estoppel)**

9. As a separate and affirmative defense to the Complaint and to each purported cause of action alleged therein by Plaintiff and the alleged putative class members, Defendant alleges that the claims brought by Plaintiff and/or the alleged putative class members are barred, in whole or in part, by the doctrines of res judicata, collateral estoppel, and/or judicial estoppel.

**TENTH AFFIRMATIVE DEFENSE**

**(Unclean Hands)**

10. As a separate and affirmative defense to the Complaint and to each purported cause

of action alleged therein by Plaintiff and the alleged putative class members, Defendant alleges that the claims brought by Plaintiff and/or the alleged putative class members are barred, in whole or in part, by their own unclean hands and/or their inequitable or wrongful conduct.

**ELEVENTH AFFIRMATIVE DEFENSE**

**(Lack of Subject Matter Jurisdiction/Failure to Exhaust Administrative Remedies)**

11. As a separate and affirmative defense to the Complaint and to each purported cause of action alleged therein by Plaintiff and the alleged putative class members, Defendant alleges that the claims brought by Plaintiff and/or the alleged putative class members are barred to the extent that they failed to timely and/or properly exhaust their administrative remedies, including as required pursuant to California Labor Code section 2699.3.

**TWELFTH AFFIRMATIVE DEFENSE**

**(Due Process / Class Certification)**

12. As a separate and affirmative defense to the Complaint and to each purported cause of action alleged therein by Plaintiff and the alleged putative class members, Defendant alleges that certification of a class action would be an unconstitutional denial of Defendant's rights to due process under the Fourteenth Amendment to the United States Constitution and the California Constitution.

**THIRTEENTH AFFIRMATIVE DEFENSE**

**(Adequate Remedy at Law)**

13. As a separate and affirmative defense to the claims of Plaintiff and putative members of the purported class action brought pursuant to California Business and Professions Code § 17200, et seq., those claims are barred in light of the fact that Plaintiff and the putative class members have an adequate remedy at law.

**FOURTEENTH AFFIRMATIVE DEFENSE**

**(Due Process – Cal. Bus. & Prof. Code § 17200, et seq.)**

14. As a separate and affirmative defense to Plaintiff's cause of action for alleged violation of California Business and Professions Code § 17200, et seq., Defendant alleges that the claims are not appropriate for resolution on a representative basis and allowing such a representative claim would violate the Due Process clause of the United States and California Constitutions.

**FIFTEENTH AFFIRMATIVE DEFENSE**

**(Due Process – Cal. Bus. & Prof. Code § 17200, *et seq.*)**

15. As a separate and affirmative defense to Plaintiff's cause of action for alleged violation of California Business and Professions Code § 17200, *et seq.*, Defendant alleges that the claims brought by Plaintiff and putative members of the purported class action are barred, in whole or in part, because Defendant's business practices are not and were not unlawful in that Defendant complied with all applicable statutes and regulations and/or in conformity with industry standards.

**SIXTEENTH AFFIRMATIVE DEFENSE**

**(Doctrine of Avoidable Consequences)**

16. As a separate and affirmative defense to the Complaint and to each purported cause of action alleged therein by Plaintiff and the alleged putative class members, Defendant alleges that the claims brought by Plaintiff and/or the alleged putative class members are barred, in whole or in part, under California law by the doctrine of avoidable consequences on the grounds that they unreasonably failed to make use of Defendant's practices and/or procedures by failing to timely and properly report any purportedly unlawful actions and/or omissions alleged in the Complaint.

**SEVENTEENTH AFFIRMATIVE DEFENSE**

**(Setoff and Recoupment)**

17. As a separate and affirmative defense to the Complaint and to each purported cause of action alleged therein by Plaintiff and the alleged putative class members, Defendant alleges that, if any damages have been sustained by Plaintiff and/or any alleged class action member she purports to represent, although such is specifically denied, Defendant is entitled under the equitable doctrine of setoff and recoupment to offset all extra payments or overpayments and/or all obligations of Plaintiff or alleged class action members owed to Defendant, against any judgment that may be entered against Defendant.

**EIGHTEENTH AFFIRMATIVE DEFENSE**

**(Accord and Satisfaction)**

18. As a separate and affirmative defense to the Complaint, Defendant alleges that the claims of Plaintiff and/or some of the putative members of the purported class action defined in the

Complaint are barred, in whole or in part, by the principles of accord and satisfaction, and payment.

**NINETEENTH AFFIRMATIVE DEFENSE**

**(No Knowing, Intentional, and/or Willful Conduct)**

19. As a separate and affirmative defense to the Complaint and to each purported cause of action alleged therein by Plaintiff and the alleged putative class members, Defendant alleges that Plaintiff and the alleged putative class members are not entitled to any penalty award under any section of the California Labor Code because at all relevant times, Defendant did not willfully, knowingly, and/or intentionally fail to comply with the compensation provisions of the California Labor Code, but rather acted in good faith and had reasonable grounds for believing that it did not violate those provisions.

**TWENTIETH AFFIRMATIVE DEFENSE**

**(Good Faith Dispute That Wages Are Due)**

20. As a separate and affirmative defense to the purported cause of action alleged in the Complaint by Plaintiff and the alleged putative class members pursuant to California Labor Code § 203, Defendant alleges that Plaintiff and the alleged putative class members are not entitled to any penalties under California Labor Code § 203 because at all relevant times, there has been a good faith dispute that any wages are or have been due, thereby precluding the imposition of any waiting time penalties against Defendant.

**TWENTY-FIRST AFFIRMATIVE DEFENSE**

**(No Intentional Failure)**

21. As a separate and affirmative defense to the purported cause of action alleged in the Complaint by Plaintiff and the alleged putative class members pursuant to California Labor Code § 226, Defendant alleges that even assuming arguendo Plaintiff and/or the putative class members were not provided with a proper itemized statement of wages and deductions, Plaintiff and the putative class members are not entitled to recover damages or penalties because Defendant's alleged failure to comply with California Labor Code § 226(a) was not a "knowing and intentional failure" under California Labor Code § 226(e).

**TWENTY-SECOND AFFIRMATIVE DEFENSE****(Comparative Fault)**

22. As a separate and affirmative defense to the Complaint and to each purported cause of action alleged therein by Plaintiff and the alleged putative class members, Defendant alleges that all or part of the damages alleged in the Complaint were caused by the acts and/or omissions of other persons or entities (including without limitation, acts and/or omissions of Plaintiff, or members of the putative class) for whose conduct Defendant is not legally responsible. Therefore, if Plaintiff, or any others similarly situated, is found to be entitled to recover any damages, Defendant's share thereof must be apportioned or reduced to the extent that such damages are attributable to the acts and/or omissions of persons or entities (including without limitation, Plaintiff and/or others similarly situated) other than Defendant.

**TWENTY-THIRD AFFIRMATIVE DEFENSE****(Exemption/Exclusion)**

23. As a separate and affirmative defense to the Complaint and to each purported cause of action alleged therein by Plaintiff and the alleged putative class members, Defendant alleges that Plaintiff's Complaint and/or each cause of action are barred on the grounds and/or to the extent that Plaintiff and/or the putative class members were or are exempt or excluded from applicable wage and hour laws, including any applicable Wage Orders.

**TWENTY-FOURTH AFFIRMATIVE DEFENSE****(Excessive Fine)**

24. As a separate and affirmative defense to the Complaint and to each purported cause of action alleged therein by Plaintiff and the alleged putative class members, Defendant alleges that under the circumstances of this case would constitute an excessive fine and otherwise would be in violation of Defendant's due process and other rights under the United States and California Constitutions.

**TWENTY-FIFTH AFFIRMATIVE DEFENSE**

**(Release)**

25. As a separate and affirmative defense to the Complaint and to each purported cause of action alleged therein by Plaintiff and the alleged putative class members, Defendant alleges that the causes of action stated in the Complaint are barred, in whole or in part, to the extent that individuals who Plaintiff wishes to represent as putative class members may have released some or all of the claims against Defendant, or any of them, that are being asserted in the Complaint.

**TWENTY-SIXTH AFFIRMATIVE DEFENSE**

**(Cannot Satisfy Class Action Requirements)**

26. As a separate and affirmative defense to the Complaint and to each purported cause of action alleged therein by Plaintiff and the alleged putative class members, Defendant alleges that Plaintiff and/or putative members of the purported class action cannot satisfy the requirements for a class, group, representative, and/or collective action.

**TWENTY-SEVENTH AFFIRMATIVE DEFENSE**

**(Expenses Not Reasonable and Necessary)**

27. As a separate and affirmative defense to the Complaint and to each purported cause of action alleged therein by Plaintiff and the alleged putative class members of the purported class action, Defendant alleges that the Complaint fails to properly state a claim for expense reimbursement under California Labor Code § 2802 because any alleged expenditures or losses were not necessary and/or were not the direct consequence of the discharge of Plaintiff's duties.

**TWENTY-EIGHTH AFFIRMATIVE DEFENSE**

**(De Minimis)**

28. As a separate and affirmative defense to the Complaint and to each purported cause of action alleged therein by Plaintiff and the putative class members of the purported class action, Defendant alleges that, to the extent that Plaintiff and/or any putative member of the purported class was harmed in any way (which Defendant specifically denies), the damages of Plaintiff and/or any putative member of the purported class are de minimis and, thus, not legally cognizable or not capable of determination.

**TWENTY-NINTH AFFIRMATIVE DEFENSE**

**(Manageability)**

29. As a separate and affirmative defense to the Complaint and to each purported PAGA claim alleged therein by Plaintiff and the purported “aggrieved employees”, Defendant alleges that Plaintiff’s claims for PAGA penalties are barred because Plaintiff’s PAGA claims are not manageable, or would otherwise fail to satisfy the standards applicable to representative PAGA claims.

**THIRTIETH AFFIRMATIVE DEFENSE**

**(Claims Subject to Binding Individual Arbitration )**

30. As a separate affirmative defense to the Complaint and to the claims alleged therein by Plaintiff and the putative class, Defendant alleges that some or all of Plaintiff’s claims are barred because of an agreement by Plaintiff to submit any and all disputes with Defendants to binding individual arbitration. Accordingly, this Court may lack jurisdiction over any such dispute and all factual or legal issues incidental thereto. This Affirmative Defense applies equally to all members of the putative class who signed arbitration agreements.

**THIRTY-FIRST AFFIRMATIVE DEFENSE**

**(Additional Affirmative Defenses)**

31. As a separate and affirmative defense to the Complaint and to each purported cause of action alleged therein by Plaintiff and the alleged putative class members, Defendant alleges that it currently has insufficient information upon which to form a belief as to whether it may have additional, as yet unstated, defenses. Defendant reserves the right to assert additional defenses in the event discovery indicates additional defenses are appropriate.

**PRAYER**

WHEREFORE, Defendant prays for judgment as follows:

1. That the Court deny any request(s) by Plaintiff and/or the alleged putative class members to certify this action as a class and/or representative action;
2. That Plaintiff and the alleged putative class members take nothing by the Complaint;

3. That the Complaint herein be dismissed in its entirety, with prejudice;
4. That judgment be entered against Plaintiff and in favor of Defendant on all causes of action asserted in the Complaint;
5. That Defendant be awarded its attorneys' fees incurred herein;
6. That Defendant be awarded its costs of suit herein; and,
7. For such other and further relief as the Court deems just and proper.

DATED: September 22, 2021

ONGARO PC



By: \_\_\_\_\_

David R. Ongaro  
ATTORNEYS FOR DEFENDANT COWORX  
STAFFING SERVICES LLC

**PROOF OF SERVICE**

*Lysette Galvez v. CoWorx Staffing Services LLC, et al.*  
Case No. CGC-19-578983

I am and was at all times herein mentioned over the age of 18 years and not a party to the action in which this service is made. My business address is 1604 Union St., San Francisco CA 94123.

On September 22, 2021, I served the following document(s):

**DEFENDANT COWORX STAFFING SERVICES LLC'S ANSWER TO SECOND AMENDED CLASS ACTION COMPLAINT AND PAGA REPRESENTATIVE ACTION OF PLAINTIFF LYSETTE GALVEZ**

Kevin F. Woodall, Esq.  
WOODALL LAW OFFICES  
100 Pine Street, Suite 1250  
San Francisco, CA 94111  
Telephone: 415-413-4629  
Facsimile: 866-937-4109  
Email: [kevin@woodalllaw.com](mailto:kevin@woodalllaw.com)

*Attorneys for Plaintiff  
Lysette Galvez and those similarly situated*

Thomas D. Rutledge, Esq.  
Law Offices of Thomas D. Rutledge  
113 West G Street, Suite 231  
San Diego, California 92101  
Tel.: (619) 886-7224  
Fax: (619) 259-5455  
Email: [thomasrutledgelaw@gmail.com](mailto:thomasrutledgelaw@gmail.com)

*Attorneys for Plaintiff Lysette Galvez and  
those similarly situated*

☒ **BY MAIL:** I placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with the practice of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.'s practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

☒ **BY E-MAIL OR ELECTRONIC TRANSMISSION:** Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the person(s) at the e-mail addresses listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Executed on September 22, 2021, at San Francisco, California.



Christine Gill

# **EXHIBIT L**

Ryan H. Crosner, CA Bar No. 278418  
ryan.crosner@ogletree.com  
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STEWART, P.C.  
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Glendy Lau, CA Bar No. 280174  
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19191 South Vermont Avenue Suite 950  
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Facsimile: 310-217-8184

Attorneys for Defendant CoWorx Staffing  
Services LLC

ELECTRONICALLY  
**FILED**  
Superior Court of California,  
County of San Francisco  
**07/23/2021**  
Clerk of the Court  
BY: EDWARD SANTOS  
Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF SAN FRANCISCO**  
**UNLIMITED JURISDICTION**

LYSETTE GALVEZ, individually and on behalf  
of those similarly situated,

Plaintiffs,

vs.

COWORX STAFFING SERVICES LLC, a  
Delaware Corporation; MICHAEL EPSTEIN, an  
individual; and DOES 1 through 10, inclusive,

Defendants.

Case No. CGC-19-578983

**NOTICE OF APPEARANCE OF RYAN H.  
CROSNER AND GLENDY LAU FOR  
DEFENDANT COWORX STAFFING  
SERVICES LLC AS ATTORNEYS OF  
RECORD**

[Assigned for all purposes to The Honorable  
Garrett L. Wong, Dept. 610]

Action Filed: September 4, 2019  
Trial Date: None Set

**TO THE COURT, ALL PARTIES AND THEIR COUNSEL OF RECORD:**

**PLEASE TAKE NOTICE** that the following attorneys at OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C. hereby enters an appearance as attorneys of record for Defendant COWORX STAFFING SERVICES LLC ("Defendant"):

Ryan H. Crosner, CA Bar No. 278418  
ryan.crosner@ogletree.com  
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.  
400 South Hope Street, Suite 1200  
Los Angeles, CA 90071  
Telephone: 213-239-9800  
Facsimile: 213-239-9045

Glendy Lau, CA Bar No. 280174  
glendy.lau@ogletree.com  
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.  
19191 South Vermont Avenue Suite 950  
Torrance, California 90502  
Telephone: 310-217-8191  
Facsimile: 310-217-8184

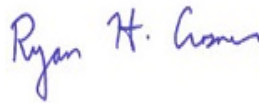
Defendant respectfully requests that the Court and Plaintiff's counsel update their service lists to have the foregoing attorneys as attorneys of record.

Defendant also respectfully requests that the following attorney for Defendant at OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C. be removed from the service list:

Patricia A. Matias, CA Bar No. 254125  
patricia.matias@ogletree.com  
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.  
Park Tower, Fifteenth Floor  
695 Town Center Drive  
Costa Mesa, CA 92626  
Telephone: 714-800-7900  
Facsimile: 714-754-1298

DATED: July 23, 2021

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

By: 

Ryan H. Crosner  
Glendy Lau

Attorneys for Defendant CoWorx Staffing Services LLC

**PROOF OF SERVICE**

*Lysette Galvez v. CoWorx Staffing Services LLC, et al.*  
Case No. CGC-19-578983

I am and was at all times herein mentioned over the age of 18 years and not a party to the action in which this service is made. At all times herein mentioned I have been employed in the County of Los Angeles in the office of a member of the bar of this court at whose direction the service was made. My business address is 400 S. Hope Street, Suite 1200, Los Angeles, California 90071, my electronic email address is elizabeth.mendoza@ogletree.com.

On July 23, 2021, I served the following document(s):

**NOTICE OF APPEARANCE OF RYAN H. CROSNER AND GLENDY LAU FOR  
DEFENDANT COWORX STAFFING SERVICES LLC AS ATTORNEYS OF RECORD**

by placing ☐ (the original) ☒ (a true copy thereof) in a sealed envelope addressed as follows:

Kevin F. Woodall, Esq.  
WOODALL LAW OFFICES  
100 Pine Street, Suite 1250  
San Francisco, CA 94111  
Telephone: 415-413-4629  
Facsimile: 866-937-4109  
[kevin@woodalllaw.com](mailto:kevin@woodalllaw.com)

Attorneys for Plaintiff  
Lysette Galvez and those similarly situated

☒ **BY MAIL:** I placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with the practice of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.'s practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

☐ **BY E-MAIL OR ELECTRONIC TRANSMISSION:** Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the person(s) at the e-mail addresses listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **(State)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on July 23, 2021, at Los Angeles, California.

/s/ Elizabeth Mendoza  
Elizabeth Mendoza

47932182.1

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Ryan H. Crosner, CA Bar No. 278418 Ogletree, Deakins, Nash, Smoak & Stewart, P.C. 400 South Hope St., Suite 1200 Los Angeles, CA 90071 TELEPHONE NO.: (213) 239-9800 FAX NO. (Optional): (213) 239-9045 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Defendant Coworx Staffing Services LLC	FOR COURT USE ONLY   <b>ELECTRONICALLY FILED</b> Superior Court of California, County of San Francisco  <b>08/25/2021</b> <b>Clerk of the Court</b> BY: EDWARD SANTOS Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: CITY AND ZIP CODE: San Francisco, CA 94102 BRANCH NAME: Civic Center Courthouse	
CASE NAME: Lysette Galvez v. Coworx Staffing Services LLC	
<b>SUBSTITUTION OF ATTORNEY—CIVIL (Without Court Order)</b>	CASE NUMBER: CGC-19-578983

THE COURT AND ALL PARTIES ARE NOTIFIED THAT (name): Coworx Staffing Services makes the following substitution:

1. **Former legal representative** ☐ Party represented self ☒ Attorney (name): Ryan H. Crosner
2. **New legal representative** ☐ Party is representing self\* ☒ Attorney
  - a. Name: David R. Ongaro
  - b. State Bar No. (if applicable): 154698
  - c. Address (number, street, city, ZIP, and law firm name, if applicable):  
1604 Union Street, San Francisco, CA 94123
  - d. Telephone No. (include area code): (415) 433-3900
3. The party making this substitution is a ☐ plaintiff ☒ defendant ☐ petitioner ☐ respondent ☐ other (specify):  
Coworx Staffing Services LLC

**\*NOTICE TO PARTIES APPLYING TO REPRESENT THEMSELVES**

- |  |   |   |
|--|---|---|
| <ul style="list-style-type: none"> <li>• Guardian</li> <li>• Conservator</li> <li>• Trustee</li> </ul> | <ul style="list-style-type: none"> <li>• Personal Representative</li> <li>• Probate fiduciary</li> <li>• Corporation</li> </ul> | <ul style="list-style-type: none"> <li>• Guardian ad litem</li> <li>• Unincorporated association</li> </ul> |
|--|---|---|

If you are applying as one of the parties on this list, you may NOT act as your own attorney in most cases. Use this form to substitute one attorney for another attorney. SEEK LEGAL ADVICE BEFORE APPLYING TO REPRESENT YOURSELF.

**NOTICE TO PARTIES WITHOUT ATTORNEYS**

A party representing himself or herself may wish to seek legal assistance. Failure to take timely and appropriate action in this case may result in serious legal consequences.

4. I consent to this substitution.  
Date: 8/25/2021 | 1:47 PM EDT

Coworx Staffing Services LLC

(TYPE OR PRINT NAME)

*Robert Badolato*

(SIGNATURE OF PARTY)

5. ☒ I consent to this substitution.

Date: August 23, 2021  
Ryan H. Crosner

(TYPE OR PRINT NAME)

*Ryan H. Crosner*

(SIGNATURE OF FORMER ATTORNEY)

6. ☒ I consent to this substitution.

Date: August 20, 2021  
David R. Ongaro

(TYPE OR PRINT NAME)

*David R. Ongaro*

(SIGNATURE OF NEW ATTORNEY)

(See reverse for proof of service by mail)

CASE NAME: — Lysette Galvez v. Coworx Staffing Services LLC	CASE NUMBER: CGC-19-578983
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**PROOF OF SERVICE BY MAIL  
Substitution of Attorney—Civil**

**Instructions:** After having all parties served by mail with the Substitution of Attorney—Civil, have the person who mailed the document complete this Proof of Service by Mail. An unsigned copy of the Proof of Service by Mail should be completed and served with the document. Give the Substitution of Attorney—Civil and the completed Proof of Service by Mail to the clerk for filing. If you are representing yourself, someone else must mail these papers and sign the Proof of Service by Mail.

1. I am over the age of 18 and **not a party to this cause**. I am a resident of or employed in the county where the mailing occurred. My residence or business address is (*specify*):
2. I served the Substitution of Attorney—Civil by enclosing a true copy in a sealed envelope addressed to each person whose name and address is shown below and depositing the envelope in the United States mail with the postage fully prepaid.
  - (1 ) Date of mailing:
  - (2 ) Place of mailing (*city and state*):
3. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

\_\_\_\_\_  
(SIGNATURE)

**NAME AND ADDRESS OF EACH PERSON TO WHOM NOTICE WAS MAILED**

4. a. Name of person served:  
b. Address (*number, street, city, and ZIP*):
- c. Name of person served:  
d. Address (*number, street, city, and ZIP*):
- e. Name of person served:  
f. Address (*number, street, city, and ZIP*):
- g. Name of person served:  
h. Address (*number, street, city, and ZIP*):
- i. Name of person served:  
j. Address (*number, street, city, and ZIP*):

☐ List of names and addresses continued in attachment.

**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO**

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of San Francisco, State of California. My business address is 1604 Union Street, San Francisco, CA 94123.

On August 25, 2021, I served a true and correct copy of the documents described as:

**SUBSTITUTION OF ATTORNEY**

I served this document on the interested parties in this action as follows:

Kevin F. Woodall  
WOODALL LAW OFFICES  
100 Pine St. Suite 1250  
San Francisco, CA 94111  
Tel.: (415) 413-4629  
Fax: (866) 937-4109  
Email: [kevin@woodall.com](mailto:kevin@woodall.com)

*Attorneys for Plaintiff Lysette Galvez  
and those similarly situated*

Thomas D. Rutledge, Esq.  
Law Offices of Thomas D. Rutledge  
113 West G Street, Suite 231  
San Diego, California 92101  
Tel.: (619) 886-7224  
Fax: (619) 259-5455  
Email: [thomasrutledgelaw@gmail.com](mailto:thomasrutledgelaw@gmail.com)

*Attorneys for Plaintiff Lysette Galvez and  
those similarly situated*

**SERVICE BY ELECTRONIC TRANSMISSION/E-MAIL:** Based on an agreement of the parties to accept service by e-mail or electronic transmission, I sent the document(s) on the date shown below to the e-mail addresses of the persons listed below. I did not receive within a reasonable time after the transmission any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on August 25, 2021, at San Francisco, California.



Christine M. Gill